



WILLMAR CITY COUNCIL MEETING

MONDAY, MAY 15, 2023 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

Approve:

- A. City Council Minutes of May 1, 2023
- B. City Council Work Session Minutes of May 8, 2023
- C. Police Commission Minutes of April 21, 2023
- D. Planning Commission Minutes of April 19, 2023
- E. Municipal Utilities Commission Minutes of May 8, 2023
- F. Accounts Payable Report, 04-26-23 Thru 05-09-23
- G. Consideration of State Temporary Liquor Permits - Willmar Lakes Rotary Club
- H. Consideration of State Temporary Liquor Permit - Willmar Lakes Rotary Club
- I. Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation
- J. Agreement with Riggs Brothers Construction for a concrete pad at Sperry Park for the fitness court

Information:

Building Report April 2023

Willmar Financial Reports as of April 30, 2023

6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Public Hearing:
 - A. Olena Ave Rezone Public Hearing
 - B. 2023 Annual Stormwater Hearing
10. Regular Business

- A. Approve the hiring for the Finance Director position
 - B. Willmar 10 City Hall/Community Center Presentation
 - C. MB Rail Purchase Agreement
 - D. BNSF Certification Activities for a Portion of the Willmar Industrial Park
 - E. 19th Ave Path Professional Services Agreement
 - F. Consider Amendments to the City of Willmar Computer Use Policy
 - G. Consider a General Wage Increase for Non-Union Employees
11. "Community Pride" Announcements
12. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM
HEALTH AND HUMAN SERVICES BUILDING
WILLMAR, MINNESOTA

May 1, 2023
6:30 p.m.

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 8, Absent 0.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Interim Finance Director Bill Fenske, Public Works Director Gary Manzer, Planning and Development Services Director Justice Walker, Human Resource Director LuAnn Sietsema, Community Growth Director Pablo Obregon, City Clerk Judy Thompson, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Fagerlie moved to approve the agenda, as presented. Council Member Nelsen seconded the motion, which carried unanimously.

City Clerk Thompson reviewed the consent agenda.

- A. City Council Minutes of April 17, 2023
- B. CVB Minutes of March 21, 2023
- C. Parks and Recreation Minutes - March 15, 2023
- D. Municipal Utilities Commission Minutes - April 24, 2023
- E. Planning Commission Meeting Minutes - April 12, 2023
- F. Accounts Payable Report, 04-12-23 Thru 04-25-23
- G. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit - VFW 1639
- H. Approve Updates to the Data Practice Procedures Document

Information:

- I. Advocates for Health

Council Member Ask offered a motion to approve the consent agenda. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Jason Butler, outside Willmar, addressed the Mayor and Council during the Open Forum regarding an issue with the fence installed under the First Street bridge.

Justin Chapin, Willmar, addressed the Mayor and Council during the Open Forum regarding his support in locating the City Hall/Community Center at the J.C. Penney site.

Rotary Club Member Bob Mathiason and City Attorney Robert Scott presented details of an agreement with the Rotary Club of Willmar for the amphitheater license and donation acceptance. Being proposed is a permanent amphitheater to be located at Robbins Island.

Following discussion, **Resolution No. 2023-079 Robbins Island Amphitheater License and Donation Acceptance Agreement** was introduced by Council Member Nelsen. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Administrator Valiant presented a request to approve an art design for the mural designed by Sonja Madsen, which is proposed to be located at the Sperry Park fitness court.

Following discussion, **Resolution No. 2023-080 Approving Sonja Madsen's Art Design for the Mural for the Fitness Court at Sperry Park** was introduced by Council Member Asmus. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to approve the Robbins Island Parking and Watermain Phase I Improvements Project and authorize final payment to Duininck, Inc. in the amount of \$89,619.82.

Resolution No. 2023-081 Accepting Robbins Island Phase I Project and Authorizing Final Payment was introduced by Council Member Asmus. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to approve the Robbins Island Shelter Phase II Improvements Project and authorize final payment to TerWisscha Construction, Inc. in the amount of \$5,585.54.

Resolution No. 2023-082 Accepting Robbins Island Phase II Project and Authorizing Final Payment was introduced by Council Member Asmus. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Public Works Director Manzer presented a request to approve the deposit or surety bond requirements for excavation and/or right-of-way permits and approve amending the Fee Schedule for 2023.

Following discussion, Council Member Davis offered a motion to approve the deposit or surety bond requirements for excavation and/or right-of-way permits. Council Member Nelsen seconded the motion, which carried unanimously.

Resolution No. 2023-083 Establishes Fees for Services, Permits, and Licenses and Establishes Rental Rates for City Equipment was introduced by Council Member Fagerlie. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Operations Director Box presented a request for approval to release a request for proposals for lead dust remediation and asbestos removal and repair for the City auditorium. It was noted the building's lead levels were tested over the winter months by Midwest Environmental Consulting LLC and indicated higher than acceptable lead levels in most areas of the building.

Following discussion, Council Member Asmus offered a motion to approve staff's request. Council Member Shuldes seconded the motion, which carried unanimously.

Planning and Development Services Director Walker presented a request to introduce an ordinance to rezone several properties from R-4 (Medium Density Multi-Family Residential) to GB (General Business) and set a public hearing for May 15, 2023.

Following discussion, Council Member Fagerlie offered a motion to **introduce an Ordinance to Rezone Property from R4 (Medium Density Multi-Family Residential) to GB (General Business)**, and set a public hearing for May 15, 2023, at 6:30 p.m. Council Member Asmus seconded the motion, which carried unanimously.

Planning and Development Services Director Walker presented a request to consider Gilmore Bell for disclosure counsel for Hometown Fiber Open Access Fiber Project. It was noted Gilmore Bell will be paid out of the bonding proceeds.

Following discussion, Council Member O'Brien offered a motion to approve staff's request. Council Member Shuldes seconded the motion, which carried unanimously.

Mayor Reese offered the following comments: The Mayor's Prayer Breakfast will be held on Thursday, May 4, 2023, at 6:40 a.m. at the Willmar Conference Center; welcomed Interim Finance Director Bill Fenske to the City of Willmar.

Council Member Shuldes offered the following comments: During the month of May, we celebrate Asian American Pacific Islander Heritage; Willmar is home to around 550 Asian residents according to the 2020 U.S. Census. We welcome our Karen population to our community.

Council Member Asmus offered the following comments: "Shout out" to Community Center Manager Britta Diem for the successful Father/Daughter dance recently held at the Community Center.

At 7:30 p.m. upon motion by Council Member Fagerlie and seconded by Council Member Asmus, the Council entered into closed session pursuant to Statute 13D.03, Subd. 1, clause (b) Labor Negotiations.

At 7:59 p.m. Council returned to open session.

Resolution No. 2023-084 Approving a Labor Agreement Between the City of Willmar and LELS Unit was introduced by Council Member Ask. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Ask offered a motion to adjourn the meeting, with Council Member Nelsen seconding the motion, which carried. The meeting adjourned at 8:01 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-079

ROBBINS ISLAND AMPITHEATER LICENSE AND DONATION ACCEPTANCE AGREEMENT

Motion By: Nelsen

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, enter into the Robbins Island Amphitheater License and Donation Acceptance Agreement with the Willmar Rotary Club.

BE IT FURTHER RESOLVED that the Mayor and City Administrator of the City of Willmar are authorized to sign agreements.

Dated this 1st day of May, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-080

**RESOLUTION APPROVING SONJA MADSEN'S ART DESIGN FOR THE MURAL FOR THE FITNESS COURT
AT SPERRY PARK**

Motion By: Asmus Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar to approve Sonja Madsen's art design for the mural for the fitness court at Sperry Park.

Dated this 1st day of May 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-081

A RESOLUTION ACCEPTING ROBBINS ISLAND PHASE I PROJECT AND AUTHORIZING FINAL PAYMENT.

Motion By: Asmus Second By: Nelsen

IMPROVEMENT: Robbins Island Phase I Project

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	July 20, 2020
BEGIN WORK:	August 1, 2020
COMPLETE WORK:	September 15, 2022
APPROVE, ENGINEERING DEPT:	September 29, 2022

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Robbins Island Phase I Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,179,553.45
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,179,553.45
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,081,767.93
Less Previous Payments	\$992,148.11
FINAL PAYMENT DUE CONTRACTOR:	\$89,619.82

Dated this 1st day of May, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-082

A RESOLUTION ACCEPTING ROBBINS ISLAND PHASE II PROJECT AND AUTHORIZING FINAL PAYMENT.

Motion By: Asmus Second By: Nelsen

IMPROVEMENT: Robbins Island Phase II Project

CONTRACTOR:	TerWisscha Construction, Inc.
DATE OF CONTRACT:	May 17, 2021
BEGIN WORK:	June 15, 2021
COMPLETE WORK:	September 15, 2022
APPROVE, ENGINEERING DEPT:	September 29, 2022

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Robbins Island Phase II Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,067,445.00
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,067,445.00
CHANGE ORDER NO. 1	\$31,083.49
CHANGE ORDER NO. 2	\$6,638.50

CHANGE ORDER NO. 3	\$9,955.00
CHANGE ORDER NO. 4	\$1,986.60
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,117,108.59
Less Previous Payments	\$1,111,523.05
FINAL PAYMENT DUE CONTRACTOR:	\$5,585.54

Dated this 1st day of May, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-083

ESTABLISHES FEES FOR SERVICES, PERMITS, AND LICENSES AND ESTABLISHES RENTAL RATES FOR CITY EQUIPMENT

Motion By: Fagerlie Second By: Butterfield

WHEREAS, the City Council of the City of Willmar duly establishes fees for service, sets fees for permits and licenses, and establishes rental rates for City equipment.

NOW, THEREFORE, BE IT RESOLVED that the listed fees are amended for the year 2023, and the same hereby ordered kept on file in the office of the City Clerk.

Dated this 1st day of May 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-084

APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF WILLMAR AND LELS UNIT

Motion By: Ask Second By: Butterfield

WHEREAS, LELS Unit is the exclusive representative for certain City of Willmar employees;

WHEREAS, the current labor agreement between the City and LELS Unit expired on December 31, 2022;

WHEREAS, the City of Willmar and LELS Unit met and negotiated over the terms of the new labor agreement between the parties;

WHEREAS, the parties reached a tentative agreement on the terms of the new labor agreement; and

WHEREAS, the Public Employment Relations Act requires that the City of Willmar execute a labor agreement and implement it in the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, AS FOLLOWS:

1. The Labor Agreement and Memorandums of Understanding between the City of Willmar and the LELS Unit for January 1, 2023, through December 31, 2025, are approved.
2. The Mayor and Administrator shall execute the agreement.
3. The City of Willmar shall implement the agreement.

Dated the 1st day of May 2023

Approved:

/s/ Douglas E. Reese
Mayor

Attested:

/s/ Judy R. Thompson
City Clerk

WILLMAR CITY COUNCIL WORK SESSION
MEETING ROOM
WILLMAR CIVIC CENTER
WILLMAR MINNESOTA

May 8, 2023
6:30 p.m.

The Work Session of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Julie Asmus, and Rick Fagerlie. Present 8, Absent 1. Council Member Thomas Butterfield was excused from the meeting.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Jim Felt, Interim Finance Director Bill Fenske, Public Works Director Gary Manzer, Planning and Development Services Director Justice Walker, Community Growth Director Pablo Obregon, City Clerk Judy Thompson, and City Attorney Robert Scott.

Suite Liv'n Update Suite Liv'n Chief Operations Officer Dean Zuleger presented an update of the various changes that have been and will be made to the overall operations of the Suite Liv'n organization affecting the various rental properties they own in the City of Willmar.

23rd Street SE Sidewalk & Sunrise Parking Lot Contracted City Engineer Jared Voge presented various concept plans for the sidewalk addition along 23rd Street SE, and the options for Sunrise parking lot. Discussion items included no parking on East side of 23rd Street SE; eliminate all parking on 23rd Street SE; are the improvements worth \$250,000; should the money be better spent on a different field, such as Lincoln; repair existing parking lot is estimated at \$50,000.

Consensus of Council was to get current estimates from contractor and bring back to Council for consideration.

Planning Department Review MD Rail Development Planning and Development Director Walker presented a review of the Industrial Park MB Rail development process and a development timeline for proposed project.

Rebranding Committee Selection City Operations Director Box informed the Council the request for proposals (RFP's) for the rebranding project were due by 3:00 p.m. today. The City received 20 proposals, some of which were received from Minnesota and some from various other states. The timeline for the said project is as follows: weeks of May 8 and 15 – review and score all received proposals; weeks of May 22 and 29 – collect additional information, ask clarifying questions, and/or request a brief presentation for selected consultants, and; week of June 5 – present findings to the Council with a recommendation.

City Operations Director Box asked for consensus to appoint two members from Council to serve on the ad hoc committee to score and review said proposals. Council Members Asmus and Davis volunteered to serve on the committee.

Civic Clerk Training City Operations Director Box conducted training for the new Civic Clerk system to be used for future Council meetings. The plan is to begin using the new system at the May 15th Council meeting.

The work session adjourned at 7:57 p.m.

Respectfully submitted,



Judy R. Thompson
City Clerk

MINUTES
WILLMAR POLICE COMMISSION
Friday, April 21, 2023

A meeting of the Willmar Police Civil Service Commission was held on Friday, April 21, 2023, at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members President Earline Schulstad, Vice President Mike Kubesh, and new Commissioner/Secretary Lilbon Clark. Police Captain Mike Anderson and Administrative Assistant Sue Edwards were also present.

The meeting was called to order by Commissioner Schulstad at 12:35 p.m.

A motion was made by Commissioner Kubesh, seconded by Commissioner Clark, to approve the February 6, 2023 minutes as submitted. **Motion carried.**

Commissioner Schulstad informed the Commission members that she had been on the interview panel this morning for a Secretarial position at the Police Department. After discussion, Commissioner Kubesh made a motion, seconded by Commissioner Schulstad, to recommend hiring Janelle Hansen to the appointing authority. **Motion carried.**

Miscellaneous:

Captain Anderson informed the Commission that Officer Jason Hay is doing fine and has been medically cleared to come back to work May 1st.

With Chief Felt being Vice President of the Law Enforcement Memorial Association (LEMA), he has been assisting in Pope County most of the week, helping with logistics/funeral arrangements for Deputy Josh Owens. Four Willmar PD officers have also assisted by covering shifts in Pope County this week.

Captain Anderson explained to the Commission that we were waiting for LELS to settle their contract to have updated wages before advertising for Police Officer positions; however, since they haven't settled, the Police Department would like to move forward and start the process. Another Police Commission meeting will be set up in the near future to discuss possible changes in the hiring process.

There being no further business, a motion to adjourn was made by Commissioner Kubesh, seconded by Commissioner Clark. The meeting was adjourned at 12:55 p.m.

/s/ Sue Edwards

**WILLMAR PLANNING COMMISSION
WEDNESDAY, APRIL 19th, 2023
333 6TH STREET SW, CONFERENCE ROOM 1
MINUTES**

1. The Willmar Planning Commission met on Wednesday, April 19th, 2023 at 6:30pm at the City Hall

Member Present: Chair Jonathan Marchand, Vice-chair Kelsey Vosika, Yvon Fils-Aime, Stacy Holwerda, Christopher Buzzeo and Steve Dresler.

Member Absent: John Christianson.

Others Present: Director Justice Walker, City Planner Guilherme Motta, Douglas Fenstra, Jeniffer Kotila and Mrs Johnson.

2. Chair Marchand called for order at 6:30pm. He started with the review of minutes from April 12th. Commissioner Fils-Aime motioned to approve, and Commissioner Buzzeo seconded. All members present voted aye to approve. The motion was approved.

3. Public Hearing – Zoning Map Amendment R-4 to GB:

Chair Marchand opened for public hearing at 6:31. Director Walker overviewed the map amendment proposal and staff recommended approval. He showed the map with the location of the Zoning changing proposal. Walker called for speakers. Fenstra asked if with these changes they still could build multi-family. Mrs Johnson said they have some apartments on the 2nd St and were worried if the change would affect them. Walker explained it will not affect them. Dresler asked what happens if someone sells the homes. At 6:49 Marchand closed the public hearing.

Staff Recommendation:

Staff recommended in favor of the Zoning Map Amendment R-4 to GB

Commissioner Buzzeo motioned to approve, and Commissioner Holwerda seconded. Dresler and Buzzeo voted for Nay. Marchand, Vosika, Fils-Aime, Holwerda voted aye. The motion was approved.

4. Night Club – Plan Review:

Director Walker gave an overview of the project according to the agenda and read the staff comments. Staff recommended approval of the plan review for the reasons this property is properly zoned GB and it met the lot area minimum and all setbacks. Fenstra asked if the implements could be done in phases, first phase in approximately one year, according to the engineering comments. Commissioner Holwerda asked the distance from the Night Club to the closest school. Director measured it on the GIS, and it was 1058 feet from lot line to lot line. Commissioner Dresler asked if the project is in the whole building, Director Walker said yes. Commissioner Buzzeo asked who the former owner is and Fenstra said it is the Fortmans. Commissioner Buzzeo worries about security issues.

Staff Recommendation:

Staff recommended in favor of the Night Club Plan Review.

Commissioner Dresler motion to approve plan review with the conditions on the comments, and Commissioner Vosika seconded. Commissioner Fils-Aime abstained; Commissioner Holwerda voted nay; Commissioner Buzzeo voted aye, Commissioner Dresler voted aye, Commissioner Vosika voted aye and Chair Marchand voted aye. The motion was approved.

Miscellaneous

Walker commented that now Planning Commission has seven commissioners, former commissioners Miller and Carlson are out and we are at 7.

5. ADJOURN

Commissioner Holweda motioned to adjourn at 7:25. Seconded by Commissioner Buzzeo. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta

CITY OF WILLMAR
PLANNING COMMISSION MEETING
6:30 P.M. ON WEDNESDAY, APRIL 19th, 2023.
CONFERENCE ROOM #1
WILLMAR CITY HALL

Chair: Jonathan Marchand

Vice Chair: Kelsey Vosika

Members: Steve Dresler, Stephanie Carlson, Stacy Holwerda, Jasmine Miller, Yvon Fils-Aime, John Christianson and Christopher Buzzeo.

AGENDA

1. Meeting Called to Order
2. Minutes from April 12th meeting.
3. Public Hearing – Zoning Map Amendment R-4 to GB
4. Night Club – Plan Review
5. Miscellany
6. Adjourn

- 1. Meeting Called to Order**
- 2. Minutes from April 12th meeting**
- 3. Public Hearing – Zoning Map Amendment R-4 to GB**

This is a city-initiated Map Amendment, and the changes will be amended in the zoning map. The propose is change the zoning R-4 to GB located at 2nd St SE from Willmar Ave SE to Olena Ave SE, considering that all surrounding zoning is already classified as GB and Multiple Family use will be still permitted by Conditional Use Permit, for new developments.

Staff Recommendation:

Staff would like to rezone these properties to correct spot zoning to allow for multi-family housing. A past amendment to the General Business district now allows for multi-family housing, and there is no longer a need for these parcels to be zoned R4.

- 4. Night Club – Plan Review**

Overview

- Douglas Fenster is requesting a plan review for a Night Club in an existing building.

- This property is zoned GB, and located at Lakeland Dr SE, corner with 14th Ave SE.
- Use is permitted with plan review according to Ordinance 1060.I.2.t.
- The proposal was sent to Engineering, WMU, Fire Department and Police Department for comments.

Staff Comments

Fire Department: No major Fire Dept concerns at this point. They would have to look at fire alarm and sprinkler systems prior to this being approved.

WPD: From the WPD point of view, this location has been used as a night club at least two times in the past. Some concerns to be addressed would include:

- Improved exterior and parking lot lighting would be HIGHLY recommended to discourage fights & other illegal activities.
- WPD had responded to many noise complaints from music coming from the building – problems with exterior doors propped open and even when they were closed (walls allowed sound to escape).
- Since those night clubs left, there has been even more residential housing and apartments placed in the area. Noise complaints and people potentially walking through the area intoxicated / fighting, etc. are concerns of the residents.
- The gravel parking lots, in the past, had always been in such disrepair that access by emergency vehicles (especially large vehicles) could be hampered.

WPD is not supportive of another night club at this location.

WMU comments:

Electrical: For the building at 1300 Lakeland Dr SE that Fenstra wants to turn into a Night Club, we are good on the electric service as we are currently serving the building, any upgrades to the transformer or electric service would all be at the owner's expense.

Water: The existing building has water service and there is main accessible along 14th. The building has an 8" fire service shown and the domestic should be good depending on the remodeling plans.

Engineering: If no improvements are planned to the parking areas, site, or access, they have no comments.

If site improvements are proposed, they will need a survey, grading plan, erosion control plan, site plan, pavement/stripping plan, and construction details.

Staff Recommendation

Staff recommends the approval of the plan review for the Night Club for the following reasons:

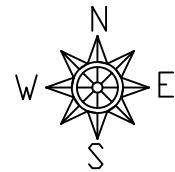
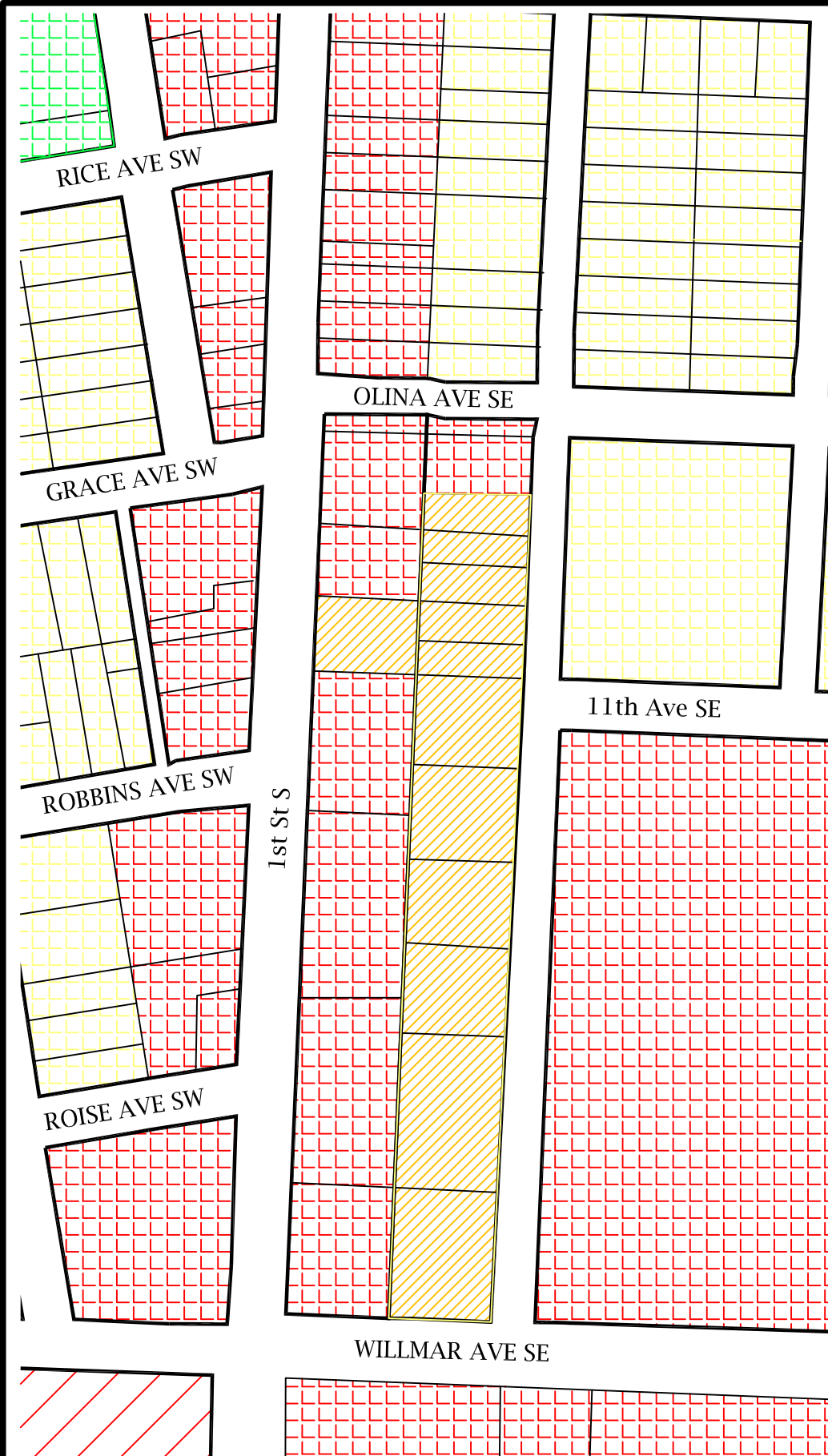
- This property is zoned GB.
- Lot area minimum of 15,000 SF is met.
- Necessary setbacks on all sides are met.

- Front: 25ft
 - Rear: 10ft
 - Side/Interior: 10ft
 - Side Street: 25ft
- Night Club is an approved use with plan review.

5. Miscellany

- Planning commissioner update.

6. Adjourn



LEGEND

- R-1 - One-Family Res. Dist.
- R-2 - One and Two-Family Res Dist
- R-3 - Low Dens Multiple Fam Res
- R-4 - Medium Dens Multiple Fam Res to be Changed to GB
- GB - General Business



ZONING PROPOSAL MAP - R-4 to GB-2

LEE-DON

PART OF THE E. 1/2 OF THE NE. 1/4, SEC. 23, T-119, R-35
KANDIYOHI CO., MINN.

- Indicates Kandiyohi County Cast Iron Monument.
- Indicates Iron Monument Found.
- Indicates Iron Pipe Monument Placed With Minnesota Reg. No. 10396 Inserted Therein.

All bearings are assumed.
Total Area = 15.59 acres.

KNOW ALL MEN BY THESE PRESENTS: that Walter Lee Bryant and Dolores M. Bryant, husband and wife, and Robert C. Fortmann and Margaret Fortmann, husband and wife, owners and proprietors, and Green Lake State Bank, a corporation, mortgagee, of the following described property, situated in the County of Kandiyohi, State of Minnesota, to-wit:

All that part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 23, Township 119, Range 35, described as follows: Commencing at the Northeast corner of said NE $\frac{1}{4}$; thence on an assumed bearing of SOUTH, along the East line of said NE $\frac{1}{4}$, a distance of 865.59 feet to the point of beginning of the tract herein described; thence on a bearing of N 89° 36' W, parallel with the North line of said NE $\frac{1}{4}$, a distance of 503.00 feet; thence on a bearing of SOUTH, 1608.16 feet to the North right of way line of T.H. 71 and 23 and 12 by-pass; thence on a bearing of N 40° 11' 57" E, along said right of way, 185.19 feet; thence on a bearing of N 61° 59' 48" E, along said right of way, 107.70 feet; thence on a bearing of N 40° 11' 57" E, along said right of way, 446.78 feet to the East line of said NE $\frac{1}{4}$; thence on a bearing of NORTH, along last said line, 1071.38 feet to the point of beginning.

Have caused the same to be surveyed and platted and hereafter known as LEE-DON as shown by this plat, and hereby dedicate to the public for public use forever, all roads and utility easements as shown.

Witness our hands this 6 day of March 1981 A.D.

Walter Lee Bryant Robert C. Fortmann
Walter Lee Bryant Robert C. Fortmann
Dolores M. Bryant Margaret J. Fortmann
Dolores M. Bryant Margaret J. Fortmann

GREEN LAKE STATE BANK

Paul E. Bengson
Paul E. Bengson

Robert Johnson
Robert Johnson

STATE OF MINNESOTA)
COUNTY OF KANDIYOHI) SS On this 6 day of March 1981 A.D., before me, personally appeared Walter Lee Bryant and Dolores M. Bryant, husband and wife, and Robert C. Fortmann and Margaret Fortmann, husband and wife, named in the foregoing instrument and they acknowledge that they executed the same as their own free act and deed.

PHILLIP J. WRIGHT
NOTARY PUBLIC - MINN.
KANDIYOHI COUNTY
My Commission Expires May 6, 1987

Phillip J. Wright Notary Public.
Kandiyohi County, Minnesota.
My Commission expires May 6, 1987.

STATE OF MINNESOTA)
COUNTY OF KANDIYOHI) SS On this 9 day of March 1981 A.D., before me personally appeared Paul E. Bengson and Robert Johnson, who being by me each duly sworn, did say that they are respectively the Vice President and the Ex. Vice President of the Green Lake State Bank, the corporation named in the foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Paul E. Bengson and Robert Johnson acknowledge said instrument to be the free act and deed of said corporation.

PHILLIP J. WRIGHT
NOTARY PUBLIC - MINN.
KANDIYOHI COUNTY
My Commission Expires May 6, 1987

Phillip J. Wright Notary Public.
Kandiyohi County, Minnesota.
My Commission expires on May 6, 1987.

I, Byron Dahle, do hereby certify that I have surveyed and platted the property described on this plat as LEE-DON; that this plat is a correct representation of said survey; that all distances shown on the plat correctly in feet and decimals of a foot; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown on the plat; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands or public highways to be designated on said plat other than those shown thereon.

Byron Dahle
Registered Land Surveyor.
Minnesota Registration No. 10396.

STATE OF MINNESOTA)
COUNTY OF KANDIYOHI) SS On this 10 day of March 1981 A.D., before me, personally appeared Byron Dahle, to me personally known to be the person named in and who executed the foregoing instrument and he acknowledge that he executed the same as his own free act and deed.

Phillip J. Wright Notary Public.
Kandiyohi County, Minnesota.
My Commission expires May 6, 1987.

Approved by the Planning Commission of Kandiyohi County, Minnesota, at a regular meeting on the 5 day of May 1981 A.D.

Harold Marston
Chairman - Planning Commission

The boundaries of this plat have been mathematically checked and approved. No determination has been made to ascertain that the legal description agrees with the plat. Dated this 14 day of May 1981 A.D.

Paul C. Warden
Kandiyohi County Engineer

No delinquent taxes and transfer entered this 14 day of May 1981 A.D.
Robert Johnson
Kandiyohi County Auditor

The annexed plat of LEE-DON was approved and accepted by the Board of County Commissioners of Kandiyohi County, Minnesota, at a regular meeting of said Board on the 6 day of May 1981 A.D.

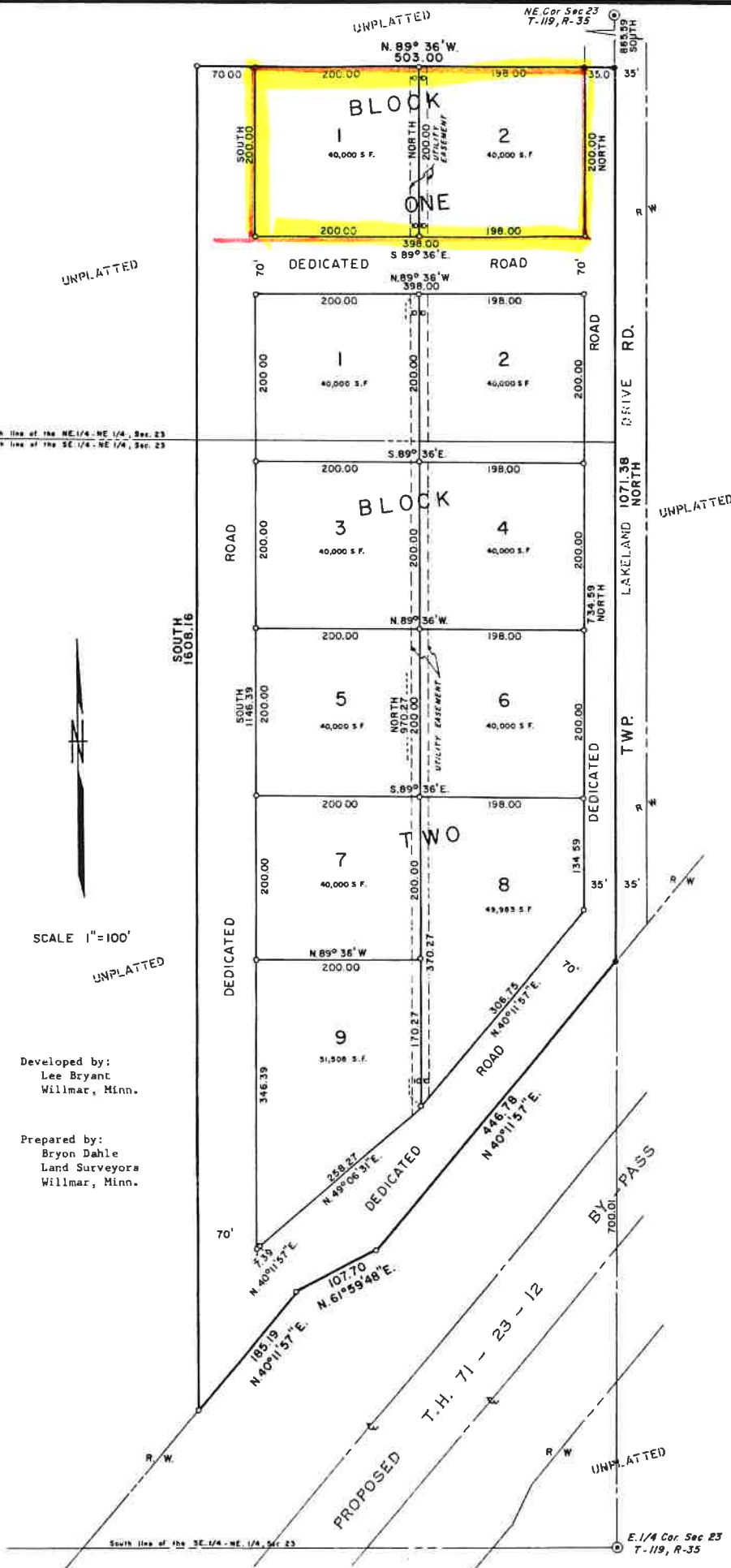
Vincent M. Olson
Chairman - Board of Commissioners

I, hereby certify that the proper evidence of title has been presented to me and that all parties with an interest in said property have been included in the execution of the above instrument. Dated this 5th day of March 1981 A.D.

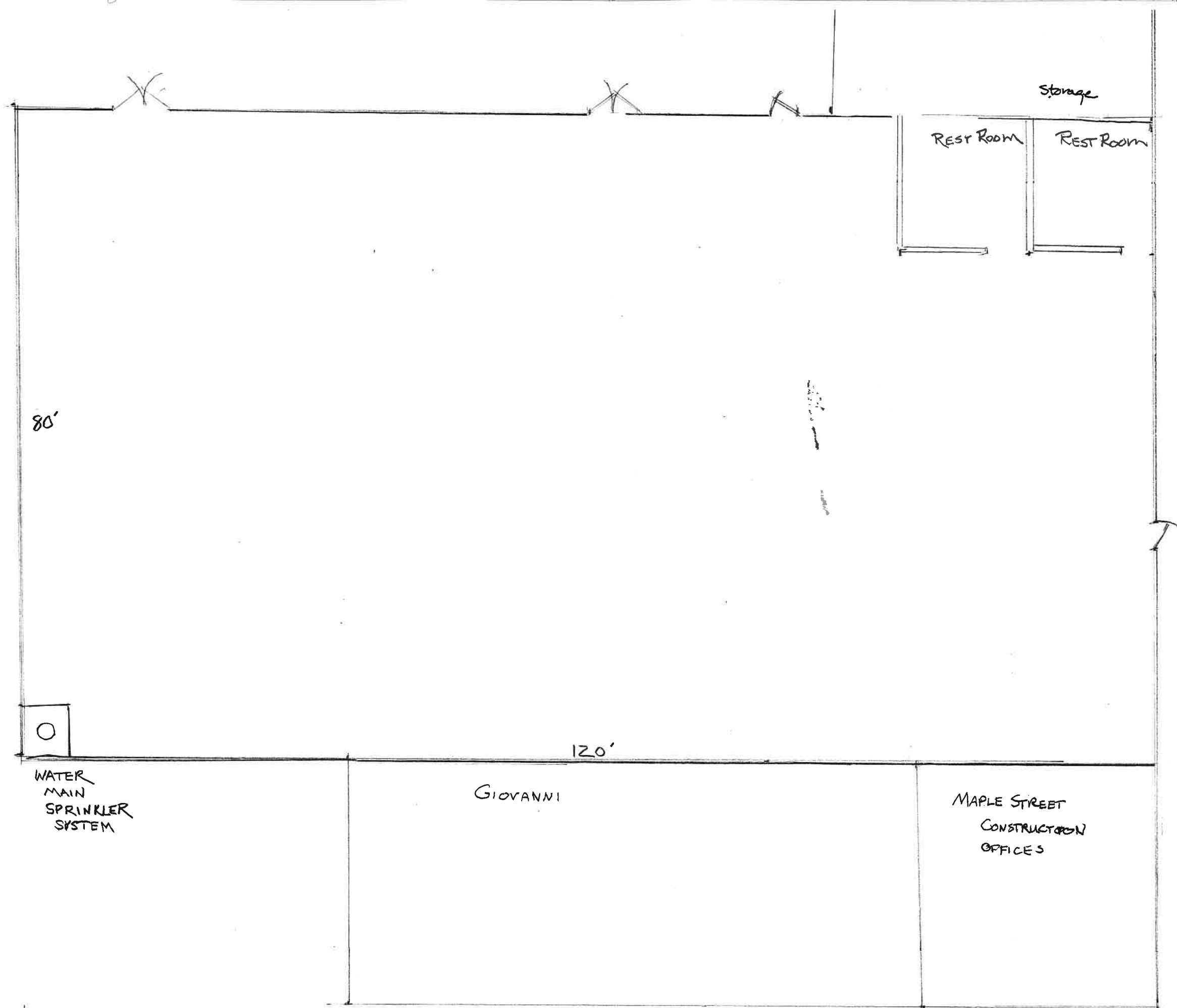
Don H. Anderson
Attorney

I, hereby certify that the within instrument was filed at this office for record on the 29th day of May 1981 A.D. at 1:00 o'clock P.M. and was duly recorded in Book Folder of Plat at No. 400-B

James H. Elamidan
Kandiyohi County Recorder







WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – MAY 8, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, May 8, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Bruce DeBlieck, Shawn Mueske, Dave Baumgart, Carol Laumer, John Kennedy, Patricia Elizondo, and Terrill Sieck.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Staff Electrical Engineer Jeron Smith, Information Systems Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, City Councilman Michael O'Brien, and WC Tribune Journalist Jennifer Kotila.

The meeting opened by reciting the Pledge of Allegiance. Commission President DeBlieck continued by asking if any revisions were needed to the presented agenda. There being none, a resolution to approve the consent agenda was requested. Following review and discussion, Commissioner Mueske offered a resolution to approve the consent agenda as presented. Commissioner Baumgart seconded.

RESOLUTION NO. 16

"BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from the April 24, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230529 to No. 20230595 and associated wire transfers inclusive in the amount of \$1,163,273.35.

Dated this 8th day of April, 2023.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of seven ayes and zero nays.

Finance & Office Services Supervisor Prekker reviewed with the Commission the March 2023 Financial Reports along with a recap of the March 31, 2023 Investment Portfolio, and March 2023 Cost of Power Report. The data presented included analyses of the Electric, Water, and Combined Divisions. Information contained in the reports reflects operating revenues & expenses, operating income, and retained earnings. Graphs depicting the 2022/2023 monthly year-to-date revenues, expenses, and retained earnings were also included with the financial data.

Facilities & Maintenance Supervisor Marti presented the Commission with the March 2023 Wind Turbine Report. Turbine availability for the month of March was at 64.5% for Unit #4 with Unit #3 currently being inoperative due to a breaker failure. The monthly production total for Unit #4 was 326,944 kilowatt hours. Technicians continue to work on the units while anticipating delivery of new breakers in mid-June (current estimate). Delivery of the essential equipment and/or parts continues to be a major challenge. The 2023 total production through April is 652,994 kilowatt hours.

Director of Administration Johnson was pleased to inform the Commission that Willmar Municipal Utilities has once again been named recipient of the prestigious Reliable Public Power Provider (RP₃) Diamond-level designation (100% proficiency) from the American Public Power Association for providing reliable and safe electric service. The RP₃ designation recognizes public power utilities that demonstrate proficiency in four key disciplines: reliability, safety, workforce development, and system improvement. Criteria include sound business practices and utility-wide commitment to safe and reliable delivery of electricity. This prestigious award consists of 3 levels for recognized achievement: Gold; Platinum; and, Diamond (highest). The RP₃ designation is awarded every 3 years, and this is the third consecutive time that WMU has received the Diamond-level recognition over the past 9 years (2017-2020, 2020-2023, and 2023-2026). Johnson noted that this year, a total of only 271 of the more than 2,000 public power utilities nationwide received the RP₃ designation (total of all three levels). Johnson thanked the Commission, General Manager Harren, and the entire WMU Staff for their commitment and efforts required to obtain this high honor. On behalf of the entire Commission, Commissioner DeBlieck expressed their appreciation for the time and effort required to earn this prestigious designation. Congratulations to all!

Director of Administration Johnson informed the Commission of the winning entries submitted for the Willmar Municipal Utilities Scholarship Awards for 2023. Three (3) \$1,000 WMU Scholarships will be awarded to area seniors who are customers (their immediate families) of the Willmar Municipal Utilities. The applicants are required to submit a 500-750 word essay on one or more of the following topics:

- What is the benefit of a city maintaining local control of its utilities?
- How does your hometown provide reliable, sustainable, and affordable utility service?
- How does your municipal utility make life easier for its customers?

Participation in this program helps to increase awareness of public power while giving back to the community it serves. The selected top essay will be submitted to Minnesota Municipal Utilities Association for entry in their Tom Bovitz Memorial Scholarship program and a chance for additional scholarship award. The top three entries and \$1,000 WMU Scholarship recipients for 2023 are: Alexis Flaten, Cecilia Buzzeo, and Will Chapin. The entry submitted by Alexis Flaten has been forwarded to MMUA for additional scholarship consideration. Congratulations and best wishes on a bright and rewarding future, Alexis, Cecilia and Will!

Staff Electrical Engineer Smith announced that Willmar Municipal Utilities is one of 219 public power utilities to be awarded the American Public Power Association (APPA) Certificate of Excellence in Reliability for 2022. To earn this certificate, a utility's System Average Interruption Duration Index (SAIDI) must fall in the top quarter of all utilities' SAIDI numbers averaged from the past five years based on Energy Information Administration (EIA) data. The average electric utility customer experiences 140 minutes of interrupted electric service per year without any major events. For WMU, this number is just 24 minutes per year! This certificate recognizes WMU for providing exceptionally reliable service and power to their community. Recognition from APPA reflects the commitment of WMU Staff to ensure that we keep our community powered.

General Manager Harren recapped for the Commission two weekly updates provided by Jacobson Law Group on their continued legislative efforts to secure financial assistance for the NE Water Treatment Plant Project (April 27th and April 5th).

General Manager Harren informed the Commission that meetings of both the WMU Labor and Planning Committees will also be forthcoming. Tentative future Labor Committee agenda items will include a purchase agreement for the sale of WMU property and union negotiations. Tentative future Planning Committee agenda items will include generation, new building, water treatment plant funding, and SunRay Water System.

For information: Upcoming 2023 events to note include:

- MRES Annual Meeting: May 10-11 (Sioux Falls, SD)

- APPA National Conference: June 18-21 (Seattle, WA)
- MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner Laumer offered a motion to adjourn. Commissioner Baumgart seconded the motion which carried by a vote of seven ayes and zero nays, and the meeting was adjourned at 12:18 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Executive Secretary

ATTEST:

Dave Baumgart, Secretary

**WILLMAR MUNICIPAL UTILITIES
ELECTRIC DIVISION
MARCH 2023**

	Month Amount	Month Budget*	YTD Amount	YTD Budget*	Prior YTD Amount
Operating Revenues					
Residential	\$623,964	\$672,613	\$1,985,402	\$2,017,839	\$2,062,440
Commercial/Industrial	\$1,464,647	\$1,630,015	\$4,356,969	\$4,890,044	\$4,554,364
Energy Acquisition/Fuel Adj	\$0	\$0	\$0	\$0	\$0
City Franchise Fee	\$238,826	\$219,983	\$713,855	\$659,948	\$576,574
Transmission	\$210,340	\$237,377	\$696,700	\$712,131	\$725,591
Miscellaneous	\$53,854	\$72,424	\$168,081	\$217,272	\$124,333
Total Operating Revenues	\$2,591,632	\$2,832,411	\$7,921,007	\$8,497,232	\$8,043,301
Operating Expenses					
Production	\$38,140	\$27,872	\$62,791	\$83,617	\$52,140
Purchased Power	\$1,508,878	\$1,340,640	\$3,389,005	\$4,021,920	\$3,210,465
Transmission	\$313,533	\$352,718	\$979,957	\$1,058,154	\$935,178
Distribution	\$127,699	\$146,476	\$385,688	\$439,429	\$360,820
Customer Service	\$14,996	\$24,916	\$38,247	\$74,749	\$48,617
Energy Services	\$10,312	\$11,355	\$17,261	\$34,066	\$22,026
General & Administrative	\$194,479	\$215,566	\$651,576	\$646,698	\$619,235
Depreciation	\$172,679	\$168,051	\$492,905	\$504,152	\$499,526
Total Operating Expenses	\$2,380,716	\$2,287,595	\$6,017,429	\$6,862,784	\$5,748,008
Operating Income					
Other Income	\$197,725	\$39,154	\$319,223	\$117,462	\$108,987
Other Expense	-\$25	-\$542	-\$45	-\$1,625	-\$285
Net Earnings	\$197,700	\$38,612	\$319,178	\$115,837	\$108,702
Cash Payment to City	\$179,383	\$178,070	\$538,150	\$534,211	\$538,150
Retained Earnings	\$229,233	\$405,358	\$1,684,606	\$1,216,075	\$1,865,846

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12.
Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

Notes: Total Operating Revenues are about \$576,000 under our budget forecast for the year. Expenses are about \$845,000 under our budget forecast and Retained Earnings are about \$468,000 above our budget.

**WILLMAR MUNICIPAL UTILITIES
WATER DIVISION
MARCH 2023**

	Month Amount	Month Budget*	YTD Amount	YTD Budget*	Prior YTD Amount
<i>Operating Revenues</i>					
Residential	\$169,516	\$207,342	\$504,374	\$622,025	\$442,769
Commercial/Industrial	\$197,945	\$213,869	\$578,454	\$641,608	\$464,906
Miscellaneous	\$5,945	\$4,683	\$17,402	\$14,050	\$13,407
Total Operating Revenues	\$373,406	\$425,895	\$1,100,230	\$1,277,684	\$921,082
<i>Operating Expenses</i>					
Production & Distribution	\$146,559	\$115,991	\$378,208	\$347,973	\$376,185
Customer Service	\$9,856	\$8,298	\$24,619	\$24,893	\$32,022
General & Administrative	\$63,875	\$69,752	\$201,788	\$209,256	\$192,842
Depreciation	\$29,861	\$40,296	\$89,582	\$120,888	\$74,916
Total Operating Expenses	\$250,150	\$234,336	\$694,197	\$703,009	\$675,965
<i>Operating Income</i>					
Other Income	\$11,219	\$3,527	\$27,685	\$10,580	\$10,850
Other Expense	\$0	-\$58,792	\$0	-\$176,375	\$0
Net Earnings	\$11,219	-\$55,265	\$27,685	-\$165,795	\$10,850
<i>Retained Earnings</i>					
	\$134,475	\$136,293	\$433,718	\$408,880	\$255,966

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12.
Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

Notes: Total Operating Revenues are about \$177,000 under our budget forecast for the year. Expenses are about \$9,000 under our budget forecast and Retained Earnings are about \$25,000 above our budget.

WILLMAR MUNICIPAL UTILITIES
ALL DIVISIONS
MARCH 2023

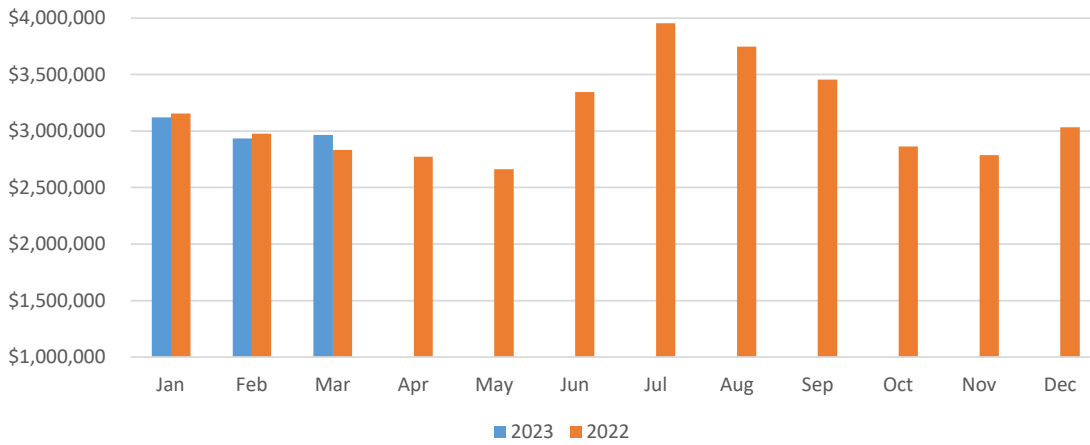
	Month Amount	Month Budget*	YTD Amount	YTD Budget*	Prior YTD Amount
<i>Operating Revenues</i>					
Residential	\$793,481	\$879,955	\$2,489,777	\$2,639,865	\$2,505,208
Commercial/Industrial	\$1,662,592	\$1,843,884	\$4,935,423	\$5,531,652	\$5,019,270
Energy Acquisition/Fuel Adj	\$0	\$0	\$0	\$0	\$0
City Franchise Fee	\$238,826	\$219,983	\$713,855	\$659,948	\$576,574
Transmission	\$210,340	\$237,377	\$696,700	\$712,131	\$725,591
Miscellaneous	\$59,799	\$77,107	\$185,482	\$231,322	\$137,740
Total Operating Revenues	\$2,965,038	\$3,258,305	\$9,021,236	\$9,774,916	\$8,964,383
<i>Operating Expenses</i>					
Production	\$38,140	\$27,872	\$62,791	\$83,617	\$52,140
Purchased Power	\$1,508,878	\$1,340,640	\$3,389,005	\$4,021,920	\$3,210,465
Transmission	\$313,533	\$352,718	\$979,957	\$1,058,154	\$935,178
Distribution	\$127,699	\$146,476	\$385,688	\$439,429	\$360,820
Water Production & Distribution	\$146,559	\$115,991	\$378,208	\$347,973	\$376,185
Customer Service	\$24,851	\$33,214	\$62,865	\$99,642	\$80,639
Energy Services	\$10,312	\$11,355	\$17,261	\$34,066	\$22,026
General & Administrative	\$258,354	\$285,318	\$853,364	\$855,954	\$812,077
Depreciation	\$202,539	\$208,346	\$582,487	\$625,039	\$574,442
Total Operating Expenses	\$2,630,866	\$2,521,931	\$6,711,626	\$7,565,793	\$6,423,973
<i>Operating Income</i>					
Other Income	\$208,944	\$42,681	\$346,908	\$128,042	\$119,836
Other Expense	-\$25	-\$59,333	-\$45	-\$178,000	-\$285
Net Earnings	\$208,919	-\$16,653	\$346,864	-\$49,958	\$119,552
Cash Payment to City	\$179,383	\$178,070	\$538,150	\$534,211	\$538,150
<i>Retained Earnings</i>	\$363,707	\$541,652	\$2,118,324	\$1,624,955	\$2,121,812

* The Monthly & YTD Budget Amounts are Annual Budget divided by 12.
Seasonal energy rates will cause actual to be different than budget during the early part of the year, but will catch up over the higher summer months.

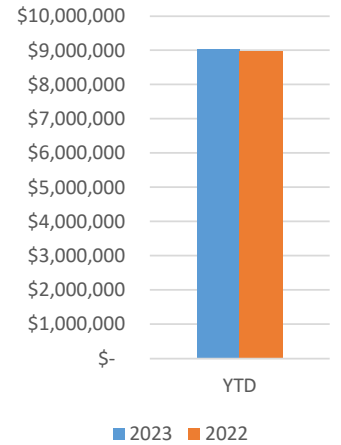
Notes: Overall, Retained Earnings are about \$493,000 above our budget forecast for the year.

**WILLMAR MUNICIPAL UTILITIES
ALL DIVISIONS
MARCH 2023**

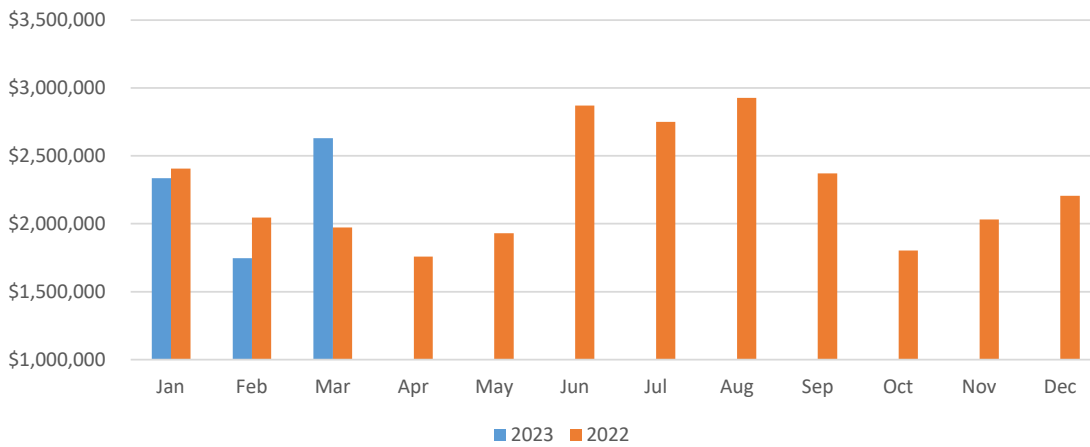
Revenues



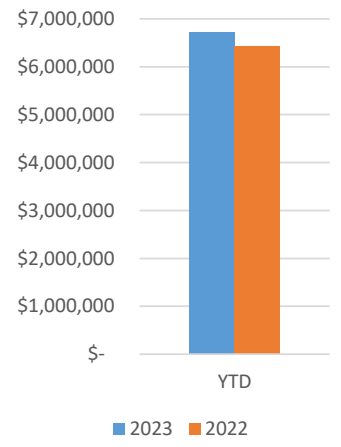
Revenues



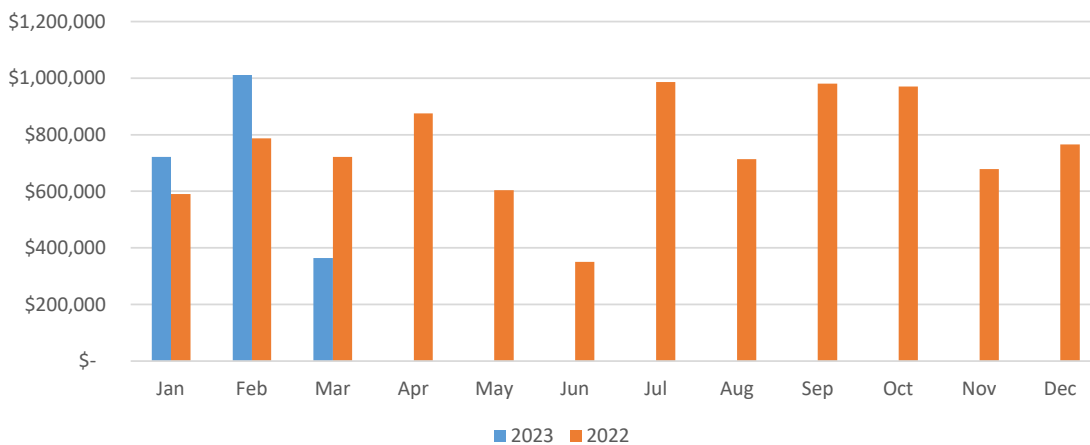
Expenses



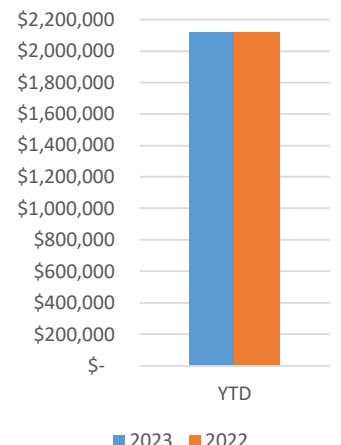
Expenses



Retained Earnings



Retained Earnings





City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Carol Cunningham, Assistant Finance Director
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Accounts Payable Report, 04-26-23 Thru 05-09-23		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing.

OVERVIEW:

Departmental submission of Invoices to be included on the Accounts Payable Listing.

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Pymt History Report 04-26-23 Thru 05-09-23

Report Selection:

Optional Report Title.....INCLUDES ONLY POSTED TRANS

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	04/26/2023	thru 05/09/2023
Source Codes.....		thru
Journal Entry Dates.....		thru
Journal Entry Ids.....		thru
Check.. Number.....		thru
Project.....		thru
Vendor.....		thru
Invoice.....		thru
Purchase Order.....		thru
Bank.....		thru
Payment Method...		
Totals Only?.....	N	
1099 Vendors Only?.....		
Lower Dollars Limit.....		
Create Excel file & Download	N	

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		MNWIPRT01	Y	S	6	066	10			

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ALEX AIR APPARATUS INC 002061		68164	05/09/23	PROTECTIVE HOODS	4,705.55		INV-47714		D	-				SUBSISTENCE OF P	219.42412.0227
		68164	05/09/23	SCBA FIT TESTING	1,207.50		6799		D	-				PROFESSIONAL SER	101.42412.0446
					5,913.05	*CHECK	TOTAL								
				VENDOR TOTAL	5,913.05										
ALTEC INDUSTRIES INC 003132		68165	05/09/23	BUCKET TRUCK INSPECTION	830.81		51195333		D	-				INVENTORIES-MDSE	101.125000
		68165	05/09/23	BUCKET TRUCK INSPECTION	1,033.23		51195523		D	-				INVENTORIES-MDSE	101.125000
		68165	05/09/23	BUCKET TRUCK INSPECTION	541.50		51195947		D	-				INVENTORIES-MDSE	101.125000
					2,405.54	*CHECK	TOTAL								
				VENDOR TOTAL	2,405.54										
AMAZON CAPITAL SERVICES 003557		68166	05/09/23	CRITICAL INCIDENT RPL	111.94		1HFL-CV9D-GLJ6		D	-				SUBSISTENCE OF P	101.42411.0227
		68166	05/09/23	VEST ATTACHMENT	38.21		1MK1-VNFV-7KT4		D	-				SUBSISTENCE OF P	101.42411.0227
		68166	05/09/23	OFFICE CHAIR	145.99		1NH3-FXQQ-KJ37		D	-				OFFICE SUPPLIES	101.41409.0220
		68166	05/09/23	LAPTOP BAG	22.00		1PXG-XXGL-31LT		D	-				SMALL TOOLS	101.41409.0221
		68166	05/09/23	WALL MNT FOR HPS	23.98		1PXG-XXGL-31LT		D	-				MTCE. OF STRUCTU	101.41409.0225
		68166	05/09/23	EDWARDS-PRIVACY SCREEN	69.99		194C-K6VX-16WP		D	-				SMALL TOOLS	101.41409.0221
					412.11	*CHECK	TOTAL								
				VENDOR TOTAL	412.11										
AMERICAN WELDING & GAS I 000057		68167	05/09/23	FIRE EXT CERT TRNG	578.58		09266510		D	-				TRAVEL-CONF.-SCH	101.42411.0333
		68167	05/09/23	FIRE EXT. REFILL	22.28		09267120		D	-				MTCE. OF EQUIPME	101.42411.0334
		68167	05/09/23	CYLINDER RENTAL	80.72		09291560		D	-				RENTS	101.43425.0440
					681.58	*CHECK	TOTAL								
				VENDOR TOTAL	681.58										
ANDERSON LAW OFFICES 002954		68168	05/09/23	LEGAL SERVICES-APRIL	19,557.21		2321		D	N	01			PROFESSIONAL SER	101.41406.0446
ANDERSON/MICHAEL 001828		68169	05/09/23	MEAL-MEETING	15.00		042623		D	-				SUBSISTENCE OF P	101.42411.0227
		68169	05/09/23	MEALS-CERT TRAINING	202.00		042623		D	-				SUBSISTENCE OF P	101.42411.0227
					217.00	*CHECK	TOTAL								
				VENDOR TOTAL	217.00										
ANTHEM SPORTS, LLC 003822		68170	05/09/23	FENCE CAPS-FIELDS	2,999.38		367860		D	-				MTCE. OF OTHER I	101.45432.0226
AVENU INSIGHTS & ANALYTI 000131		68171	05/09/23	AS400 HOSTING-APRIL	2,869.18		INVB-044504		D	-				SUBSCRIPTIONS AN	101.41409.0443
BAKER/DEREK 003838		68172	05/09/23	CLASS D WWTP TRAINING	408.39		050223		D	-				TRAVEL-CONF.-SCH	651.48484.0333

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BERNICK'S PEPSI-COLA CO		000103													
		68173	05/09/23	COFFEE	23.37		I37748		D	-				GENERAL SUPPLIES	101.43425.0229
BOLTON & MENK INC		001010													
		68174	05/09/23	PROF SERVICE 4/4-4/31/23	368.00		0310611		D	-				PROFESSIONAL SER	101.43417.0446
		68174	05/09/23	2023 SEALCOST IMPROV	810.00		0310612		D	-				PROFESSIONAL SER	101.43417.0446
		68174	05/09/23	HWY 12 LIFT STATION	1,246.00		0310624		D	-				PROFESSIONAL SER	651.48485.0446
		68174	05/09/23	PROF SERVICE 4/4-31/2	12,255.00		0310628		D	-				PROFESSIONAL SER	101.43417.0446
		68174	05/09/23	WILLMAR/STORMWATER MANGE	832.00		0310629		D	-				PROFESSIONAL SER	101.43418.0446
					15,511.00	*CHECK	TOTAL								
				VENDOR TOTAL	15,511.00										
BSE		001980													
		68175	05/09/23	PLUMBING PARTS-POOL	124.14		926201674		D	-				MTCE. OF STRUCTU	101.45437.0225
CANON FINANCIAL SERVICES		002336													
		68176	05/09/23	COPIER LEASE-APRIL	98.56		30334231		D	-				RENTS	101.41405.0440
CAPITAL ONE		003647													
		68177	05/09/23	BREAK ROOM SUPPLIES	51.00		032823		D	-				GENERAL SUPPLIES	651.48484.0229
		68177	05/09/23	OFFICE SUPPLIES	14.94		033023		D	-				OFFICE SUPPLIES	101.45432.0220
		68177	05/09/23	OFFICE SUPPLIES	8.92		033023		D	-				OFFICE SUPPLIES	101.45432.0220
		68177	05/09/23	CERT&SWAT WATER	10.72		041823		D	-				SUBSISTENCE OF P	101.42411.0227
		68177	05/09/23	SOUND SYSTEM CORDS	45.88		041823		D	-				MTCE. OF EQUIPME	101.45432.0224
		68177	05/09/23	COFFEE	155.76		041923		D	-				GENERAL SUPPLIES	101.42412.0229
		68177	05/09/23	OFFICE SUPPLIES	21.30		041923		D	-				GENERAL SUPPLIES	101.45432.0229
					308.52	*CHECK	TOTAL								
				VENDOR TOTAL	308.52										
CARRANZA/NOE		002547													
		68178	05/09/23	INTERVIEW 03/16/2023	210.00		31		D	N	01			PROFESSIONAL SER	101.42411.0446
CENTERPOINT ENERGY		000467													
		481	05/08/23	NATURAL GAS-APRIL	1,362.06		STMT/04-23		M	-				UTILITIES	101.41408.0332
		481	05/08/23	NATURAL GAS-APRIL	856.09		STMT/04-23		M	-				UTILITIES	101.42412.0332
		481	05/08/23	NATURAL GAS-APRIL	3,217.00		STMT/04-23		M	-				UTILITIES	101.43425.0332
		481	05/08/23	NATURAL GAS-APRIL	280.23		STMT/04-23		M	-				UTILITIES	101.45001.0332
		481	05/08/23	NATURAL GAS-APRIL	130.12		STMT/04-23		M	-				UTILITIES	230.43430.0332
		481	05/08/23	NATURAL GAS-APRIL	10,063.95		STMT/04-23		M	-				UTILITIES	651.48484.0332
		481	05/08/23	NATURAL GAS-APRIL	148.09		STMT/04-23		M	-				UTILITIES	651.48485.0332
		481	05/08/23	NATURAL GAS-APRIL	277.75		STMT/04-23		M	-				UTILITIES	651.48485.0332
					16,335.29	*CHECK	TOTAL								
				VENDOR TOTAL	16,335.29										
CENTRACARE		003390													
		68179	05/09/23	SAUNDERS-DRUG TESTING	25.00		717682668		D	-				SUBSISTENCE OF P	101.43425.0337
		68179	05/09/23	VANDENEINDE-DRUG TESTING	25.00		717682705		D	-				SUBSISTENCE OF P	101.43425.0337
		68179	05/09/23	TEMPLER-DRUG/ALCOHOL TST	60.00		717682780		D	-				SUBSISTENCE OF P	651.48484.0337
					110.00	*CHECK	TOTAL								
				VENDOR TOTAL	110.00										

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CENTRAL LAKES REST. SUPP				002049											
		68180	05/09/23	HOT DOG ROLLER-SWANSO	1,524.00		8942		D	-				SMALL TOOLS	101.45432.0221
CHAMBERLAIN OIL CO				000154											
		68181	05/09/23	SERVICE CHARGE 2/1/2023	3.79		20123-99		D	-				OTHER CHARGES	101.43425.0449
		68181	05/09/23	SCREW PUMP GREASE	435.25		432941-00		D	-				MOTOR FUELS AND	651.48484.0222
					439.04	*CHECK	TOTAL								
				VENDOR TOTAL	439.04										
CHAPPELL CENTRAL INC				000156											
		68182	05/09/23	EYE WAS HOOK UP-LABOR	148.50		SVC-110150		D	-				MTCE. OF STRUCTU	101.41408.0335
		68182	05/09/23	REPLACE-FLUSH VALVE PRTS	799.74		SVC-110166		D	-				MTCE. OF STRUCTU	101.41408.0225
		68182	05/09/23	REPLACE-FLUSH VALVE LBR	99.00		SVC-110166		D	-				MTCE. OF STRUCTU	101.41408.0335
		68182	05/09/23	REPAIR TO M.U.A	396.00		SVC-110543		D	-				MTCE. OF EQUIPME	651.48484.0334
		68182	05/09/23	FILTERS/BELTS	223.76		00020846		D	-				MTCE. OF STRUCTU	101.41408.0225
					1,667.00	*CHECK	TOTAL								
				VENDOR TOTAL	1,667.00										
CHARTER COMMUNICATIONS				000736											
		68183	05/09/23	PHONE SERVICE-APRIL	1,945.61		0009126042223		D	-				COMMUNICATIONS	101.41409.0330
CINTAS CORPORATION				001708											
		68184	05/09/23	FIRST AID SUPPLIES	24.55		5154207373		D	-				GENERAL SUPPLIES	101.45433.0229
CITY OF WILLMAR				000935											
		68185	05/09/23	FIRE ALARM PERMIT	30.00		042323		D	-				MTCE. OF STRUCTU	101.43425.0335
CIVICPLUS, LLC				003722											
		68186	05/09/23	MUNICODE LEGAL REVIEW	550.00		259349		D	N	01			PROFESSIONAL SER	101.41403.0446
CODE 4 SERVICES INC				002984											
		68187	05/09/23	POWER PACK RPL-PRTS	21.76		8317		D	-				MTCE. OF EQUIPME	101.42412.0224
		68187	05/09/23	POWER PACK RPL-LBR	95.00		8317		D	-				MTCE. OF EQUIPME	101.42412.0334
					116.76	*CHECK	TOTAL								
				VENDOR TOTAL	116.76										
COMMUNITY OF CHRIST RED				.03147											
		68188	05/09/23	CCR RETREAT PROP FULFILL	100.00		WLA CVB		D	-				OTHER CHARGES	208.45008.0449
COORDINATED BUSINESS SYS				003677											
		68189	05/09/23	LATE FEE	1.19		INV1283961		D	-				OTHER CHARGES	101.41409.0449
		68189	05/09/23	MANAGED PRINT	93.26		INV295908		D	-				OFFICE SUPPLIES	208.45005.0220
		68189	05/09/23	PRINT/PAGE COUNT	83.80		INV295910		D	-				SUBSCRIPTIONS AN	101.41409.0443
					178.25	*CHECK	TOTAL								
				VENDOR TOTAL	178.25										
CROW CHEMICAL & LIGHTING				000186											
		68190	05/09/23	CLEANING SUPPLIES	105.79		123930		D	-				GENERAL SUPPLIES	651.48484.0229

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CROW CHEMICAL & LIGHTING 000186		68190	05/09/23	CLEANING SUPPLIES	48.25		123958		D	-				GENERAL SUPPLIES	651.48484.0229
		68190	05/09/23	CLEANING SUPPLIES	185.70		124121		D	-				GENERAL SUPPLIES	101.43425.0229
					339.74	*CHECK	TOTAL								
VENDOR TOTAL					339.74										
CROW RIVER ATHLETICS 003833		68191	05/09/23	14U SOFTBALL LEAGUE REG	625.00		042823		D	-				LICENSES AND TAX	101.45432.0445
		68191	05/09/23	12U SOFTBALL LEAGUE REG	340.00		042823		D	-				LICENSES AND TAX	101.45432.0445
		68191	05/09/23	10U SOFTBALL LEAGUE REG	340.00		042823		D	-				LICENSES AND TAX	101.45432.0445
		68191	05/09/23	10U SOFTBALL LEAGUE REG	340.00		042823		D	-				LICENSES AND TAX	101.45432.0445
		68191	05/09/23	16U/18U SOFTBALL LEAGUE	625.00		042823		D	-				LICENSES AND TAX	101.45432.0445
					2,270.00	*CHECK	TOTAL								
VENDOR TOTAL					2,270.00										
CROW RIVER CONSTRUCTION 003260		68192	05/09/23	SNOW HAULING	690.00		4642		D	-				MTCE. OF OTHER I	101.43425.0336
		68192	05/09/23	STORM SEWER RPR-18TH ST	940.00		4743		D	-				MTCE. OF OTHER I	651.48485.0226
		68192	05/09/23	STORM SEWER RPR-18TH S	6,037.50		4743		D	-				MTCE. OF OTHER I	651.48485.0336
					7,667.50	*CHECK	TOTAL								
VENDOR TOTAL					7,667.50										
CUNNINGHAM/CAROL 002191		68193	05/09/23	PARTY SUPPLIES-STEVE RET	161.89		050123		D	-				SUBSISTENCE OF P	101.41405.0227
		68193	05/09/23	PARTY SUPPLIES-STEVE RET	68.90		050123		D	-				GENERAL SUPPLIES	101.41405.0229
					230.79	*CHECK	TOTAL								
VENDOR TOTAL					230.79										
DAHLBERG BOOT & TRAILER 001299		68194	05/09/23	SCHUELER-SAFETY BOOTS	219.00		054083		D	N	01			SUBSISTENCE OF P	651.48484.0227
DELEEUEW/JUSTIN 002284		68195	05/09/23	SAFETY BOOTS	199.95		050123		D	-				SUBSISTENCE OF P	101.43425.0227
DOG WASTE DEPOT 003335		68196	05/09/23	DOG WASTE BAGS-DOG PARK	228.47		543992		D	-				GENERAL SUPPLIES	101.43425.0229
DOOLEY'S PETROLEUM INC 000212		68197	05/09/23	PLANT GAS	455.25		406823		D	-				MOTOR FUELS AND	651.48484.0222
ELECTRIC PUMP INC 000788		68198	05/09/23	REPLACE L.S. FLOATS	878.97		0075686-IN		D	-				MTCE. OF EQUIPME	651.48485.0224
		68198	05/09/23	REPAIR EL #9	1,221.50		0075700-IN		D	-				MTCE. OF EQUIPME	651.48487.0334
					2,100.47	*CHECK	TOTAL								
VENDOR TOTAL					2,100.47										
EMERGENCY KITS.COM .02743		68199	05/09/23	30 CERT BACKPACKS	1,469.97		101630		D	-				SMALL TOOLS	803.42411.0221

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ETTERMAN ENTERPRISES				001567											
		68200	05/09/23	BRASS PUNCH	63.81		338514		D	-				SMALL TOOLS	651.48484.0221
		68200	05/09/23	SHOP SUPPLIES	468.79		338556		D	-				GENERAL SUPPLIES	651.48484.0229
		68200	05/09/23	SHOP SUPPLIES	78.57		338557		D	-				GENERAL SUPPLIES	651.48484.0229
		68200	05/09/23	SHOP TOOL	143.54		339127		D	-				SMALL TOOLS	651.48484.0221
					754.71	*CHECK	TOTAL								
				VENDOR TOTAL	754.71										
FARM-RITE EQUIPMENT				003002											
		68201	05/09/23	TOOLCAT	5,116.71		41-6005645		D	-				MACHINERY AND AU	450.43425.0553
FELT/JAMES E				000993											
		68202	05/09/23	MENTAL HEALTH MTG/K9 MTG	82.19		042823		D	-				SUBSISTENCE OF P	101.42411.0227
FERGUSON ENTERPRISES INC				000810											
		68203	05/09/23	PLUMBING PARTS	382.18		9949219		D	-				MTCE. OF STRUCTU	101.45432.0225
FLAHERTY & HOOD P.A.				001449											
		68204	05/09/23	GEN MUN & REAL EST-MA	11,457.98		19264		D	N	01			PROFESSIONAL SER	101.41406.0446
FLATTEN/CHRISTOPHER				002647											
		68205	05/09/23	FUEL REIMBURSEMENT	51.56		042423		D	-				MOTOR FUELS AND	101.42411.0222
		68205	05/09/23	EVOC/PIT REFRESHER	15.00		050423		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					66.56	*CHECK	TOTAL								
				VENDOR TOTAL	66.56										
FLEETPRIDE				002973											
		68206	05/09/23	FILTERS	19.30		106967226		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERS	50.11		106979323		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERS	283.52		106985006		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERS	54.84		107088039		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERS	159.70		107090549		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERES	100.48		107139265		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERES	7.90		107233615		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERES	81.90		107233617		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERS	158.91		107323022		D	-				INVENTORIES-MDSE	101.125000
		68206	05/09/23	FILTERS	89.92		107432964		D	-				INVENTORIES-MDSE	101.125000
					1,006.58	*CHECK	TOTAL								
				VENDOR TOTAL	1,006.58										
FORUM COMMUNICATIONS COM				002269											
		68207	05/09/23	CITY OF WILL. PROP OWNER	116.52		I2023.00036258		D	-				PRINTING AND PUB	101.41403.0331
		68207	05/09/23	NOTICE OF PUBLIC HEARING	48.26		I2023.00036259		D	-				ADVERTISING	101.41402.0447
		68207	05/09/23	ORDINANCE FOR PUBLICATIO	239.68		I2023.00036260		D	-				ADVERTISING	101.41402.0447
		68207	05/09/23	PUBLIC NOTICE HEREBY	36.62		I2023.00036261		D	-				ADVERTISING	101.43418.0447
		68207	05/09/23	NOTICE OF PUBLIC HEARING	44.94		I2023.00036263		D	-				ADVERTISING	101.41402.0447
		68207	05/09/23	NOTICE OF PUBLIC HEARING	48.26		I2023.00036264		D	-				ADVERTISING	101.41402.0447
		68207	05/09/23	NOTICE OF PUBLIC HEARING	48.26		I2023.00036265		D	-				ADVERTISING	101.41402.0447

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FORUM COMMUNICATIONS COM 002269		68207	05/09/23	ORDINANCE #1496 PUBLICAT	61.58		I2023.0036262		D	-				ADVERTISING	101.41402.0447
					644.12	*CHECK	TOTAL								
VENDOR TOTAL					644.12										
GEHRKING/JOHN 003835		68208	05/09/23	SAFETY GLASSES	400.00		050123		D	-				SUBSISTENCE OF P	101.45433.0227
GENERAL MAILING SERVICES 000293		68209	05/09/23	POSTAGE 03/10-03/31/23	0.78		66027		D	-				POSTAGE	101.41400.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	2.34		66027		D	-				POSTAGE	101.41401.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	59.28		66027		D	-				POSTAGE	101.41402.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	4.47		66027		D	-				POSTAGE	101.41403.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	92.04		66027		D	-				POSTAGE	101.41405.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	20.00		66027		D	-				POSTAGE	101.41408.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	0.78		66027		D	-				POSTAGE	101.41420.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	16.38		66027		D	-				POSTAGE	101.43425.0223
		68209	05/09/23	POSTAGE 03/10-03/31/23	0.78		66027		D	-				POSTAGE	651.48484.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	1.12		66156		D	-				POSTAGE	101.41400.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	3.12		66156		D	-				POSTAGE	101.41401.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	15.50		66156		D	-				POSTAGE	101.41402.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	39.17		66156		D	-				POSTAGE	101.41403.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	2.34		66156		D	-				POSTAGE	101.41405.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	20.00		66156		D	-				POSTAGE	101.41408.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	0.78		66156		D	-				POSTAGE	101.41420.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	2.34		66156		D	-				POSTAGE	101.42412.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	1.56		66156		D	-				POSTAGE	101.45432.0223
		68209	05/09/23	POSTAGE 04/03-04/07/23	5.80		66156		D	-				POSTAGE	230.43430.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	3.12		66199		D	-				POSTAGE	101.41400.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	6.77		66199		D	-				POSTAGE	101.41401.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	30.42		66199		D	-				POSTAGE	101.41402.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	5.49		66199		D	-				POSTAGE	101.41403.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	2.34		66199		D	-				POSTAGE	101.41405.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	20.00		66199		D	-				POSTAGE	101.41408.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	0.78		66199		D	-				POSTAGE	101.42412.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	0.78		66199		D	-				POSTAGE	101.43425.0223
		68209	05/09/23	POSTAGE 04/10-04/14/23	9.19		66199		D	-				POSTAGE	651.48484.0223
		68209	05/09/23	TOURISM POSTAGE-APRIL	97.05		66269		D	-				POSTAGE	208.45006.0223
		68209	05/09/23	POSTAGE	72.97		66345		D	-				POSTAGE	101.42411.0223
		68209	05/09/23	POSTAGE	20.35		66346		D	-				POSTAGE	651.48484.0223
					557.84	*CHECK	TOTAL								
VENDOR TOTAL					557.84										
GIDEONS INTERNATIONAL .02395		68210	05/09/23	CONV. PROP FULFILLMENT	200.00		WLA CVB		D	-				OTHER CHARGES	208.45008.0449
GLOBAL RENTAL CO INC 003815		68211	05/09/23	BUCKET TRUCK	141,707.16		6024361		D	-				MACHINERY AND AU	450.43425.0553

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
GRAINGER INC				000786											
		68212	05/09/23	SAMPLER HOSE	398.33		9671764638		D	-				GENERAL SUPPLIES	651.48484.0229
		68212	05/09/23	PRESSURE GAUGES	67.12		9677974744		D	-				MTCE. OF EQUIPME	651.48484.0224
		68212	05/09/23	FAN MOTOR-OIL ROOM	243.15		9678204190		D	-				MTCE. OF EQUIPME	651.48484.0224
		68212	05/09/23	PLANT SUPPLIES	127.13		9678204208		D	-				GENERAL SUPPLIES	651.48484.0229
		68212	05/09/23	PLANT SUPPLIES	511.85		9678549693		D	-				GENERAL SUPPLIES	651.48484.0229
		68212	05/09/23	BOILER GAUGES	90.88		9680988087		D	-				MTCE. OF EQUIPME	651.48484.0224
					1,438.46										
				VENDOR TOTAL	1,438.46										
GREAT NORTHERN ENVIRONME				003064											
		68213	05/09/23	U.V ACTICLEAN	456.80		4769		D	-				MTCE. OF EQUIPME	651.48484.0224
GREENSPRING MEDIA GROUP				001504											
		68214	05/09/23	ULTIMATE TRVL GUIDE AD	1,500.00		2023-52209		D	-				ADVERTISING	208.45006.0447
		68214	05/09/23	ULTIMATE TRVL GUIDE AD	1,500.00		2023-52209		D	-				OTHER CHARGES	208.45010.0449
					3,000.00										
				VENDOR TOTAL	3,000.00										
HANSON SILO COMPANY				003393											
		68215	05/09/23	HEADACHE RACK	268.44		027798		D	-				MTCE. OF EQUIPME	101.43425.0224
HARRY'S FROZEN FOOD				003765											
		68216	05/09/23	PIZZA OVENS	300.00		67800		D	-				SMALL TOOLS	101.45432.0221
		68216	05/09/23	CONCESSION SUPPLIES	661.50		68178		D	-				GENERAL SUPPLIES	101.45433.0229
					961.50										
				VENDOR TOTAL	961.50										
HAUG-KUBOTA LLC				002609											
		68217	05/09/23	#191276 FILTERS	132.91		21599		D	-				INVENTORIES-MDSE	101.125000
		68217	05/09/23	LAWN MOWER	159.41		21635		D	-				MTCE. OF EQUIPME	651.48484.0224
		68217	05/09/23	#196189 FILTERS	64.07		21646		D	-				INVENTORIES-MDSE	101.125000
					356.39										
				VENDOR TOTAL	356.39										
HAWKINS INC				000325											
		68218	05/09/23	FERRIC CHLORIDE	12,216.82		6455295		D	-				GENERAL SUPPLIES	651.48484.0229
		68218	05/09/23	BLEACH	525.00		6460450		D	-				GENERAL SUPPLIES	651.48484.0229
					12,741.82										
				VENDOR TOTAL	12,741.82										
HILLYARD\HUTCHINSON				000333											
		68219	05/09/23	RUGS-CITY HALL	1,209.33		605095579		D	-				GENERAL SUPPLIES	101.41408.0229
		68219	05/09/23	CLEANING SUPPLIES	1,089.97		605106304		D	-				CLEANING AND WAS	101.45433.0228
					2,299.30										
				VENDOR TOTAL	2,299.30										
HOSPITALITY MINNESOTA				001702											
		68220	05/09/23	MN LODGING ASSOC. MEMBER	345.00		80376		D	-				SUBSCRIPTIONS AN	208.45005.0443

Page 37 of 277

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
KANDIYOHI CO AUDITOR				000376											
		68226	05/09/23	CO DITCH RPR #10	6,995.55		050123		D	-				MTCE. OF OTHER I	101.43418.0336
		68226	05/09/23	CO DITCH RPR #23	8,995.80		050123		D	-				MTCE. OF OTHER I	101.43425.0336
		68226	05/09/23	CO DITCH RPR #12	1,080.00		050123		D	-				MTCE. OF OTHER I	101.43425.0336
		68226	05/09/23	CO DITCH RPR #46	2,520.00		050123		D	-				MTCE. OF OTHER I	101.43425.0336
		68226	05/09/23	CO DITCH RPR #19	2,771.62		050123		D	-				MTCE. OF OTHER I	101.43430.0336
		68226	05/09/23	CO DITCH RPR #10	768.13		050123		D	-				MTCE. OF OTHER I	101.43430.0336
		68226	05/09/23	CO DITCH RPR #19	973.81		050123		D	-				MTCE. OF OTHER I	651.48484.0336
		68226	05/09/23	CO DITCH RPR #7, C K&	30,000.00		050123		D	-				MTCE. OF OTHER I	651.48484.0336
		68226	05/09/23	CO DITCH RPR #10	771.14		050123		D	-				MTCE. OF OTHER I	651.48484.0336
					54,876.05	*CHECK	TOTAL								
				VENDOR TOTAL	108,570.41										
KANDIYOHI CO TREASURER				003619											
		68227	05/09/23	MTCE O.T. FOR WLMR MTGS	30.84		042123		D	-				PROFESSIONAL SER	101.41401.0446
KANDIYOHI CO-OP ELECTRIC				000375											
		68162	05/01/23	128238003 WELCOME TO WIL	26.24		STMT/03-23		D	-				UTILITIES	101.43425.0332
KELLEN/JOHN D				003590											
		68228	05/09/23	STUDIO MASTER CONTROL	250.00		050123		D	N	01			PROFESSIONAL SER	101.45001.0446
KVEENE/CHRIS				003399											
		68229	05/09/23	KNOWBE4 CONF 2023	1,021.00		050223		D	-				TRAVEL-CONF.-SCH	101.41409.0333
		68229	05/09/23	MILEAGE-HELP DESK WTP	9.17		050323		D	-				TRAVEL-CONF.-SCH	101.41409.0333
					1,030.17	*CHECK	TOTAL								
				VENDOR TOTAL	1,030.17										
LAKESIDE PRESS				001646											
		68230	05/09/23	BUSINESS CARDS-RADUNZ	60.00		11668		D	-				GENERAL SUPPLIES	101.43425.0229
LAWSON PRODUCTS INC				000407											
		68231	05/09/23	COPPER JAW CAPS	340.07		9310558561		D	-				SMALL TOOLS	651.48484.0221
LEGACY GROUP DEVELOPMENT				003723											
		68232	05/09/23	2022 1ST 90% TAX INC	6,534.27		STMT/04-23		D	-				ACCOUNTS PAYABLE	375.202000
		68232	05/09/23	2022 2ND 90% TAX INC	6,534.27		STMT/04-23		D	-				ACCOUNTS PAYABLE	375.202000
					13,068.54	*CHECK	TOTAL								
				VENDOR TOTAL	13,068.54										
LITTLE CROW SKI SHOWS				000417											
		68233	05/09/23	2023 SPONSORSHIP	1,000.00		050823		D	-				OTHER CHARGES	208.45013.0449
LITTLE THEATRE AUDITORIUM				.03273											
		68234	05/09/23	PORCHFEST SPONSORSHIP	500.00		050823		D	-				OTHER CHARGES	208.45013.0449
LIVINGOOD/ROSS				002380											
		68235	05/09/23	MEAL-BCA SUPERVISION	26.00		042623		D	-				TRAVEL-CONF.-SCH	101.42411.0333

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LOCAL GOV'T INFORMATION 003226		68236	05/09/23	PIMS HOSTING	2,395.00		53711		D	-				SUBSCRIPTIONS AN	101.41409.0443
LOFFLER COMPANIES 002593		68237	05/09/23	TELEPHONE CHARGES	34.36		4319630		D	-				COMMUNICATIONS	208.45005.0330
		68237	05/09/23	CONTRACT USAGE-APRIL	259.82		4345627		D	-				MTCE. OF EQUIPME	101.41405.0334
					294.18	*CHECK	TOTAL								
				VENDOR TOTAL	294.18										
M-R SIGN CO INC 000424		68238	05/09/23	SIGNS	71.17		219343		D	-				MTCE. OF OTHER I	101.43425.0226
MARCO TECHNOLOGIES LLC 000437		68239	05/09/23	PRINT/PAGE COUNT	406.59		INV11107298		D	-				SUBSCRIPTIONS AN	101.41409.0443
		68239	05/09/23	SHERDDING SERVICE	52.50		INV11161057		D	-				PROFESSIONAL SER	101.41403.0446
					459.09	*CHECK	TOTAL								
				VENDOR TOTAL	459.09										
MARCO TECHNOLOGIES LLC 001838		68240	05/09/23	500-0611665-000-MAY	162.84		500199609		D	N	01			SUBSCRIPTIONS AN	101.41409.0443
		68240	05/09/23	500-0623211-000-MAY	205.01		500199807		D	N	01			SUBSCRIPTIONS AN	101.41409.0443
					367.85	*CHECK	TOTAL								
				VENDOR TOTAL	367.85										
MCKALE'S CATERING 002208		68241	05/09/23	FOOD-DADDY/DAUGHTER DA	2,634.00		2056		D	-				GENERAL SUPPLIES	101.45435.0229
MENARDS 000449		68242	05/09/23	SHOP SUPPLIES	33.96		53222		D	-				SUBSISTENCE OF P	101.43425.0227
		68242	05/09/23	SHOP SUPPLIES	83.11		53448		D	-				GENERAL SUPPLIES	651.48484.0229
		68242	05/09/23	ELECTRICAL OUTLETS	44.39		56381		D	-				MTCE. OF STRUCTU	101.45432.0225
		68242	05/09/23	SHOP SUPPLIES	21.44		56657		D	-				GENERAL SUPPLIES	101.43425.0229
		68242	05/09/23	ELECTRICAL WORK	113.74		56660		D	-				MTCE. OF STRUCTU	101.45432.0225
		68242	05/09/23	LAB SUPPLIES	58.54		56772		D	-				GENERAL SUPPLIES	651.48484.0229
		68242	05/09/23	TARP HOOKS	59.62		56812		D	-				MTCE. OF OTHER I	101.43425.0226
		68242	05/09/23	EXIT SIGNS	19.92		56892		D	-				GENERAL SUPPLIES	101.45433.0229
		68242	05/09/23	PLUMBING PARTS	75.44		56951		D	-				MTCE. OF STRUCTU	101.43425.0225
		68242	05/09/23	PLUMBING PARTS	3.20		56965		D	-				MTCE. OF STRUCTU	101.43425.0225
		68242	05/09/23	WOOD-BATTING CAGES	241.28		57080		D	-				MTCE. OF OTHER I	101.45432.0226
		68242	05/09/23	SHOP SUPPLIES	20.48		57156		D	-				SMALL TOOLS	101.43425.0221
		68242	05/09/23	SHOP SUPPLIES	8.40		57156		D	-				GENERAL SUPPLIES	101.43425.0229
		68242	05/09/23	PIPE CUTTER	29.47		57200		D	-				SMALL TOOLS	101.45433.0221
		68242	05/09/23	PLUMBING MISC.	11.76		57397		D	-				GENERAL SUPPLIES	101.43425.0229
		68242	05/09/23	LAP SUPPLIES	19.77		57405		D	-				GENERAL SUPPLIES	651.48484.0229
		68242	05/09/23	ALLEN WRENCH	24.99		57442		D	-				SMALL TOOLS	101.43425.0221
		68242	05/09/23	GARBAGE CANS	27.98		57468		D	-				SMALL TOOLS	101.43425.0221
		68242	05/09/23	N.SWANSSON RESTROOM SIGN	9.98		57468		D	-				MTCE. OF STRUCTU	101.43425.0225
					907.47	*CHECK	TOTAL								
				VENDOR TOTAL	907.47										

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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METRO SALES INC 003016		68243	05/09/23	CNTRCT USAGE 01/19-04/18	237.32		INV2266633		D	-				OFFICE SUPPLIES	101.42411.0220
MIDWEST INDUSTRIAL BATTE 001840		68244	05/09/23	COUPLER-DUST COVERS	98.61		8881		D	-				MTCE. OF EQUIPME	101.45433.0224
MIKE'S SMALL ENGINE CENT 002699		68245	05/09/23	BACKPACK BLOWER	649.99		25289		D	-				SMALL TOOLS	101.45432.0221
		68245	05/09/23	SCREWS	3.99		25328		D	-				MTCE. OF EQUIPME	101.43425.0224
		68245	05/09/23	LAWN MOWER PARTS	94.93		25425		D	-				MTCE. OF EQUIPME	101.42412.0224
					748.91	*CHECK TOTAL									
VENDOR TOTAL					748.91										
MILES PARTNERSHIP,LLLP 003790		68246	05/09/23	EXPLORE MN-LEAD GENERA	1,500.00		79889		D	-				OTHER CHARGES	208.45010.0449
MINI BIFF LLC 001805		68247	05/09/23	TOILET RENTAL	183.60		A-139655		D	M	01			RENTS	101.43425.0440
MN NARFE FEDERATION .03272		68248	05/09/23	NARFE PROP FULFILLMENT	300.00		WLA CVB		D	-				OTHER CHARGES	208.45008.0449
MN OFFICE OF ADMIN. HEAR 003567		68249	05/09/23	LEGAL SERVICES-MARCH	61.25		521469-1		D	-				PROFESSIONAL SER	101.41406.0446
MN UC FUND 000524		68250	05/09/23	U/E BENEFIT QTR 3	2,596.00		07977283		D	-				OTHER CHARGES	101.41409.0449
		68250	05/09/23	2022 3RD QTR INTEREST	190.00		07977283		D	-				OTHER CHARGES	101.41428.0449
		68250	05/09/23	U/E BENEFIT QTR 3	3,141.71		07977283		D	-				OTHER CHARGES	101.43417.0449
		68250	05/09/23	U/E BENEFIT QTR 1	2,180.55		07977283		D	-				OTHER CHARGES	101.43425.0449
					8,108.26	*CHECK TOTAL									
VENDOR TOTAL					8,108.26										
MR. CLEAN WILLMAR CLEANI 003756		68251	05/09/23	CLEANING-APRIL	960.00		STMT/04-23		D	-				PROFESSIONAL SER	101.45432.0446
MUNICIPAL EMERGENCY SERV 000197		68252	05/09/23	FIREFIGHTER GLOVES	339.35		IN1817919		D	-				SUBSISTENCE OF P	101.42412.0227
		68252	05/09/23	FIREFIGHTER GLOVES	4,476.80		IN1865482		D	-				SUBSISTENCE OF P	219.42412.0227
					4,816.15	*CHECK TOTAL									
VENDOR TOTAL					4,816.15										
MVTL LABORATORIES INC 000544		68253	05/09/23	LAB TESTING	620.40		1194182		D	-				PROFESSIONAL SER	651.48484.0446
		68253	05/09/23	LAB TESTING	911.90		1196063		D	-				PROFESSIONAL SER	651.48486.0446
					1,532.30	*CHECK TOTAL									
VENDOR TOTAL					1,532.30										

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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MVTV WIRELESS				003372											
		68254	05/09/23	AIRPORT INTERNET-MAY	162.95		11699-20230501		D	-				COMMUNICATIONS	101.41409.0330
NAPA CENTRAL MN				000249											
		68255	05/09/23	FUES-SQUADS 32&39	5.13		904045		D	-				MTCE. OF EQUIPME	101.42411.0224
NCPERS GROUP LIFE INS.				003799											
		68163	05/04/23	LIFE INSURANCE-MAY	96.00		5-2023		D	-				INS. PASS THROUG	101.41428.0819
NELSON INTERNATIONAL				000568											
		68256	05/09/23	TIRE REPAIR-PARTS	63.89		R101035637:01		D	-				MTCE. OF EQUIPME	651.48486.0224
		68256	05/09/23	TIRE REPAIR-LABOR	30.00		R101035637:01		D	-				MTCE. OF EQUIPME	651.48486.0334
		68256	05/09/23	#229396 ABS LIGHT ON	364.69		R101035638:01		D	-				INVENTORIES-MDSE	101.125000
					458.58	*CHECK	TOTAL								
				VENDOR TOTAL	458.58										
NORTHERN STATES SUPPLY				000585											
		68257	05/09/23	ZIP TIES	44.67		10-610520		D	-				GENERAL SUPPLIES	101.45435.0229
		68257	05/09/23	ZIP TIES	38.01		10-610588		D	-				GENERAL SUPPLIES	101.45433.0229
		68257	05/09/23	BITS	8.96		10-610603		D	-				SMALL TOOLS	101.45433.0221
		68257	05/09/23	BOLTS	46.16		10-610735		D	-				MTCE. OF EQUIPME	101.43425.0224
		68257	05/09/23	REPAIR-4" PUMP	8.73		10-610753		D	-				MTCE. OF EQUIPME	651.48485.0224
		68257	05/09/23	SCREWS-BATTING CAGE	23.42		10-610782		D	-				MTCE. OF STRUCTU	101.45432.0225
		68257	05/09/23	SAFETY GEAR	27.32		10-610818		D	-				GENERAL SUPPLIES	101.45433.0229
		68257	05/09/23	SMALL TOOLS	73.50		10-610834		D	-				SMALL TOOLS	101.45432.0221
					270.77	*CHECK	TOTAL								
				VENDOR TOTAL	270.77										
O'REILLY AUTOMOTIVE INC				000650											
		68258	05/09/23	#5293 INVERTER	64.99		1528-461088		D	-				MTCE. OF EQUIPME	101.42412.0224
OAKLEAF/CHAD W				001827											
		68259	05/09/23	SOTA CONFERENCE	54.00		042623		D	-				TRAVEL-CONF.-SCH	101.42411.0333
		68259	05/09/23	EVOC TRANING	15.00		050423		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					69.00	*CHECK	TOTAL								
				VENDOR TOTAL	69.00										
ODB'S MEAT & GREET				.03271											
		68260	05/09/23	MOBILE FOOD UNIT REIMBUR	50.00		042423		D	-				REFUNDS AND REIM	101.41428.0882
ON THE RUN PROMOTIONS				.03153											
		68261	05/09/23	FOOT LAKE 4 SPONSORSHIP	500.00		050823		D	-				OTHER CHARGES	208.45011.0449
PDJ CONSULTING				003836											
		68262	05/09/23	MRI SAFETY TRAINING	650.00		1004		D	-				TRAVEL-CONF.-SCH	101.42412.0333
PERKINS LUMBER CO INC				000604											
		68263	05/09/23	WOOD	305.92		2304-193626		D	-				MTCE. OF OTHER I	101.43425.0226

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

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PERKINS LUMBER CO INC				000604											
		68263	05/09/23	DUG OUT RACKS	150.13		2304-193811		D	-				MTCE. OF OTHER I	101.43425.0226
		68263	05/09/23	WOOD-DUG OUTS	57.91		2304-194297		D	-				MTCE. OF OTHER I	101.43425.0226
					513.96	*CHECK	TOTAL								
				VENDOR TOTAL	513.96										
PEST PRO II				001968											
		68264	05/09/23	PEST CONTROLL SERVICE	38.00		37471		D	-				PROFESSIONAL SER	101.45435.0446
PETERSON SHOE STORE				000608											
		68265	05/09/23	LUNGSTROM-SAFETY BOOTS	220.99		223920		D	-				SUBSISTENCE OF P	651.48484.0227
		68265	05/09/23	GREELEY-SAFETY BOOTS	220.99		225289		D	-				SUBSISTENCE OF P	651.48484.0227
					441.98	*CHECK	TOTAL								
				VENDOR TOTAL	441.98										
PREMIUM WATERS INC				000374											
		68266	05/09/23	DRINKING WATER	37.99		330532400		D	-				GENERAL SUPPLIES	101.45435.0229
		68266	05/09/23	DRINKING WATER	17.00		330532755		D	-				GENERAL SUPPLIES	101.45435.0229
		68266	05/09/23	DRINKING WATER	10.00		330534491		D	-				GENERAL SUPPLIES	101.45435.0229
					64.99	*CHECK	TOTAL								
				VENDOR TOTAL	64.99										
QUICK SIGNS				001093											
		68267	05/09/23	BRUSH SITE SIGN	20.00		180549		D	-				MTCE. OF OTHER I	101.43425.0226
		68267	05/09/23	SUMMER YARD SIGNS	987.50		180571		D	-				ADVERTISING	101.45432.0447
		68267	05/09/23	SHELTER TAGS KEYS	219.70		180582		D	-				GENERAL SUPPLIES	101.45432.0229
		68267	05/09/23	TURF FEILD SIGNS	164.00		180596		D	-				GENERAL SUPPLIES	101.45432.0229
					1,391.20	*CHECK	TOTAL								
				VENDOR TOTAL	1,391.20										
RAILROAD MANAGEMENT CO I				002582											
		68268	05/09/23	CAMPBELL&10TH AVE	1,596.77		480938		D	M	01			LICENSES AND TAX	101.43425.0445
ROBERT HALF				003837											
		68269	05/09/23	ACCT SERV 4/24-4/28/20	1,391.50		61934969		D	-				PROFESSIONAL SER	101.41405.0446
ROSEN/CHRIS				003475											
		68270	05/09/23	TYPE 40 BIOSOLIDS CLASS	683.18		042423		D	-				TRAVEL-CONF.-SCH	651.48484.0333
ROTHWELL/DANIEL				003834											
		68271	05/09/23	SAFETY BOOTS	233.74		050123		D	-				SUBSISTENCE OF P	101.45432.0227
RULE TIRE SHOP				000665											
		68272	05/09/23	#19DH2A TIRES	799.96		1-63204		D	-				INVENTORIES-MDSE	101.125000
		68272	05/09/23	#066412 TIRES	376.00		1-63252		D	-				INVENTORIES-MDSE	101.125000
					1,175.96	*CHECK	TOTAL								
				VENDOR TOTAL	1,175.96										

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RUNNING'S SUPPLY INC 001418		68273	05/09/23	DOG FOOD	74.99		5872866		D	-				SUBSISTENCE OF P	101.42411.0227
		68273	05/09/23	HOSE REPAIR	4.98		5876707		D	-				MTCE. OF EQUIPME	101.42412.0224
					79.97	*CHECK	TOTAL								
				VENDOR TOTAL	79.97										
SCHAEFBAUER/SAMUEL 003210		68274	05/09/23	SWAT CALLOUT	35.30		042823		D	-				MOTOR FUELS AND	101.42411.0222
		68274	05/09/23	LEADERSHIP TRAINING	26.00		050123		D	-				TRAVEL-CONF.-SCH	101.42411.0333
					61.30	*CHECK	TOTAL								
				VENDOR TOTAL	61.30										
SHERWIN WILLIAMS CO 000690		68275	05/09/23	TRAFFIC PAINT	5,262.00		79742		D	-				GENERAL SUPPLIES	101.43425.0229
		68275	05/09/23	TRAFFIC PAINT	548.61		81078		D	-				GENERAL SUPPLIES	101.43425.0229
		68275	05/09/23	PAINT	154.00		84049		D	-				GENERAL SUPPLIES	101.43425.0229
					5,964.61	*CHECK	TOTAL								
				VENDOR TOTAL	5,964.61										
SHI CORP 000275		68276	05/09/23	OFFICE 2023 LICENSES	9,011.10		B16765224		D	-				LICENSES AND TAX	101.41409.0445
SIETSEMA/LUANN 003839		68277	05/09/23	LMC LOSS CONTROL CONF	72.00		050223		D	-				TRAVEL-CONF.-SCH	101.41420.0333
SIETSEMA/SARA 003218		68278	05/09/23	MILEAGE-CMWEA MEETING	72.05		050423		D	-				SUBSCRIPTIONS AN	101.43418.0443
SILVA/AMBER 003699		68279	05/09/23	WELLNESS PROGRAM-APRIL	550.00		050123		D	N	01			PROFESSIONAL SER	101.41420.0446
STERLING WATER-MINNESOTA 000188		68280	05/09/23	SOFTNER RENTAL-MAY	19.45		315X03410205		D	-				RENTS	101.41408.0440
STREICHER'S 000722		68281	05/09/23	CARTIDGES-BOLAWRAP	359.88		I1629842		D	-				GENERAL SUPPLIES	101.42411.0229
SUMMIT FIRE PROTECTION 002555		68282	05/09/23	SPRINKLER SYSTEM INSPECT	330.00		150029033		D	-				MTCE. OF STRUCTU	101.43425.0335
SWANSON RENTAL LLC 003656		68283	05/09/23	STRGE CONTAINER PICK-UP	310.00		474		D	-				RENTS	101.45432.0440
SYSCO WESTERN MINNESOTA 000161		68284	05/09/23	CONCESSION SUPPLIES	869.35		253385815		D	-				GENERAL SUPPLIES	101.45433.0229
TACTICAL ADVANTAGE, LLC 003706		68285	05/09/23	GLOCK 26 GEN 5	433.50		2023-0032		D	-				SMALL TOOLS	101.42411.0221

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
TURCH & ASSOCIATES/DAVID 002156		68286	05/09/23	PROF SERVICES-FEB	1,500.00		050123		D	N	01			PROFESSIONAL SER	101.41401.0446
		68286	05/09/23	PROF SERVICES-MARCH	1,500.00		050123		D	N	01			PROFESSIONAL SER	101.41401.0446
					3,000.00	*CHECK	TOTAL								
				VENDOR TOTAL	3,000.00										
UNCOMMON USA INC 001286		68287	05/09/23	FLAG	34.52		U1032469		D	-				GENERAL SUPPLIES	101.45432.0229
		68287	05/09/23	FLAG	34.52		1238468-IN		D	-				MTCE. OF OTHER I	101.45435.0226
					69.04	*CHECK	TOTAL								
				VENDOR TOTAL	69.04										
US BANK EQUIPMENT FINANC 003143		68288	05/09/23	500-0664928-000-MAY	826.98		499743441		D	-				RENTS	101.41410.0440
USA BLUE BOOK 001258		68289	05/09/23	SMOKE FLUID	246.33		328616		D	-				GENERAL SUPPLIES	651.48485.0229
VIGIL/RUDY 000951		68290	05/09/23	NAB AIRPORT PARKING	136.00		042423		D	-				MTCE. OF EQUIPME	101.45001.0334
		68290	05/09/23	NAB CONVENTION	934.06		042423		D	-				MTCE. OF EQUIPME	101.45001.0334
					1,070.06	*CHECK	TOTAL								
				VENDOR TOTAL	1,070.06										
WALT'S 002868		68291	05/09/23	5.521 GALLONS UNLEADED	22.80		STMT/03-23		D	-				MOTOR FUELS AND	101.42412.0222
		68291	05/09/23	10.166 GALLONS UNLEADED	35.57		STMT/03-23		D	-				MOTOR FUELS AND	101.43425.0222
		68291	05/09/23	8.877 GALLONS UNLEADED	37.54		STMT/03-23		D	-				MOTOR FUELS AND	651.48485.0222
		68291	05/09/23	15.327 GALLONS UNLEADED	63.29		STMT/0423		D	-				MOTOR FUELS AND	651.48484.0222
					159.20	*CHECK	TOTAL								
				VENDOR TOTAL	159.20										
WEST CENTRAL COMMUNICATI 000796		68292	05/09/23	PAGER REPAIR-PARTS	20.00		095457S		D	-				MTCE. OF EQUIPME	101.42412.0224
		68292	05/09/23	PAGER REPAIR-LABOR	195.00		095457S		D	-				MTCE. OF EQUIPME	101.42412.0334
					215.00	*CHECK	TOTAL								
				VENDOR TOTAL	215.00										
WEST CENTRAL SANITATION 000805		68293	05/09/23	RECYCLING-JUNE	51.46		12764542		D	-				CLEANING AND WAS	651.48484.0338
WEST CENTRAL TROPHIES 000808		68294	05/09/23	ACCOUNTIBILITY TAGS	40.00		8345		D	-				SUBSISTENCE OF P	101.42412.0227
		68294	05/09/23	K9 DEDICATION PLAQUES	325.00		8391		D	-				AWARDS AND INDEM	101.42411.0442
					365.00	*CHECK	TOTAL								
				VENDOR TOTAL	365.00										
WIERSCHEM/ALLEN L 003240		68295	05/09/23	RUBBER BOOT COVERS	49.99		1		D	-				SUBSISTENCE OF P	101.43425.0227

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WILLMAR AUTO VALUE		002689											
68296	05/09/23	#107170 LIFT SHOCKS	35.98		22475297		D	-				INVENTORIES-MDSE	101.125000
68296	05/09/23	#204887 SPARK PLUG	59.94		22475333		D	-				INVENTORIES-MDSE	101.125000
68296	05/09/23	SHOP SUPPLIES	13.26		22475425		D	-				GENERAL SUPPLIES	651.48484.0229
68296	05/09/23	#186897 WATER PUMP	94.99		22476246		D	-				INVENTORIES-MDSE	101.125000
68296	05/09/23	#134049 FILTER	3.69		22476312		D	-				INVENTORIES-MDSE	101.125000
68296	05/09/23	WNDSHD WASHER FLUID	13.14		22476618		D	-				GENERAL SUPPLIES	101.45433.0229
68296	05/09/23	#067863 BELT/GREASE SEAL	73.96		224768472		D	-				INVENTORIES-MDSE	101.125000
68296	05/09/23	#107170 BELT&TENSIONER	71.98		22476962		D	-				INVENTORIES-MDSE	101.125000
68296	05/09/23	BRACKET/CIRCUIT TESTER	40.98		22476984		D	-				MTCE. OF EQUIPME	651.48484.0224
68296	05/09/23	WIRES/BRACKET	29.97		22477015		D	-				MTCE. OF EQUIPME	651.48486.0224
68296	05/09/23	#152201 BATTERY	111.33		22478709		D	-				INVENTORIES-MDSE	101.125000
			549.22	*CHECK	TOTAL								
		VENDOR TOTAL	549.22										
WILLMAR CHAMBER OF COMME		000812											
68297	05/09/23	OFFICE 365 MONTHLY SUB	7.54		STMT/03-23		D	-				COMMUNICATIONS	208.45005.0330
68297	05/09/23	TELEPHONE CHARGES	14.00		STMT/03-23		D	-				COMMUNICATIONS	208.45005.0330
68297	05/09/23	ST.CLOUD SPRT SHOW BOOTH	550.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	ST.CLOUD SPRT SHOW TABLE	78.81		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	ELECTRICITY-NW SPRT SHOW	135.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	NW SPORT SHOW BOOTH	1,025.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	SIOUX FALLS SPORT SHOW	53.25		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	NW SPORT SHOW-TABLES	160.96		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	EMT CONF LODGING-FISCHER	318.38		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45005.0333
68297	05/09/23	GOOGLE ONE ANNUAL SUB	99.99		STMT/03-23		D	-				SUBSCRIPTIONS AN	208.45005.0443
68297	05/09/23	MACVB CLOTHING	76.60		STMT/03-23		D	-				SUBSCRIPTIONS AN	208.45005.0443
68297	05/09/23	REMARKABLE NOTEBOOK SUB	2.99		STMT/03-23		D	-				OTHER CHARGES	208.45005.0449
68297	05/09/23	POP-CVB MEETINGS	18.38		STMT/03-23		D	-				OTHER CHARGES	208.45005.0449
68297	05/09/23	NW SPORT SHOW BADGE-NOAH	15.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45006.0333
68297	05/09/23	NW SPORT SHOW BADGE-DARI	15.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	208.45006.0333
68297	05/09/23	TOTES-WELCOME BAGS	14.32		STMT/03-23		D	-				OTHER CHARGES	208.45008.0449
68297	05/09/23	GOOGLE ADVERTISING	500.00		STMT/03-23		D	-				OTHER CHARGES	208.45010.0449
68297	05/09/23	FACEBOOOK ADVERTISING	104.27		STMT/03-23		D	-				OTHER CHARGES	208.45010.0449
68297	05/09/23	GOOGLE ADVERTISING	56.36		STMT/03-23		D	-				OTHER CHARGES	208.45010.0449
68297	05/09/23	TEN17 MEDIA/SOCIAL AD	1,700.00		STMT/03-23		D	-				OTHER CHARGES	208.45010.0449
68297	05/09/23	HOCKEY TOURNAMENT ITEMS	45.67		STMT/03-23		D	-				OTHER CHARGES	208.45011.0449
68297	05/09/23	WORKERS COMP INSURANCE	148.99		55456		D	-				EMPLOYER PENSION	208.45005.0113
68297	05/09/23	CVB MAIL PICK-UP FEE-APR	26.66		55457		D	-				POSTAGE	208.45005.0223
68297	05/09/23	INTERNET 3/18-4/17/23	35.30		55457		D	-				COMMUNICATIONS	208.45005.0330
68297	05/09/23	RECYCLING FEE-APRIL	6.30		55457		D	-				CLEANING AND WAS	208.45005.0338
68297	05/09/23	MANAGED IT	6.67		55457		D	-				PROFESSIONAL SER	208.45005.0446
68297	05/09/23	DIRECTOR&ADMIN WAGES	9,106.62		55459		D	-				SALARIES-REG. EM	208.45005.0110
68297	05/09/23	APRIL INSURANCE	1,611.49		55459		D	-				EMPLOYER PENSION	208.45005.0113
68297	05/09/23	FICA	536.90		55459		D	-				EMPLOYER PENSION	208.45005.0113
68297	05/09/23	MEDICARE	125.56		55459		D	-				EMPLOYER PENSION	208.45005.0113
68297	05/09/23	IRA CONTRIBUTION	259.80		55459		D	-				EMPLOYER PENSION	208.45005.0113
68297	05/09/23	APRIL COPIES	13.00		55459		D	-				OFFICE SUPPLIES	208.45005.0220
68297	05/09/23	PAYROLL FEES	97.41		55459		D	-				OTHER SERVICES	208.45005.0339
68297	05/09/23	MAY RENT	689.06		55459		D	-				RENTS	208.45005.0440

Vendor Payment History Report
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VENDOR NAME AND NUMBER														
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT	NAME	ACCOUNT
WILLMAR CHAMBER OF COMME			000812											
			17,655.28	*CHECK	TOTAL									
		VENDOR TOTAL	17,655.28											
WILLMAR ROTARY CLUB			003454											
68298	05/09/23	ROCKIN ROBBINS SPONSOR	2,000.00		050823		D	-				OTHER CHARGES	208.45013.0449	
WILLMAR WARHAWKS			003287											
68299	05/09/23	CONCESSION INCOME SPLI	2,122.42		1541		D	-				PROFESSIONAL SER	101.45433.0446	
15TH STREET FLATS			003675											
68300	05/09/23	2ND 1/2 2022 INCREMEN	17,035.41		STMT/04-23		D	-				ACCOUNTS PAYABLE	376.202000	

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
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REPORT TOTALS:			543,851.06										
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RECORDS PRINTED - 000387

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
101	GENERAL FUND	160,811.09
205	INDUSTRIAL DEVELOPMENT	2,849.92
208	CONVENTION & VISITORS BUREAU	27,324.95
219	CORONAVIRUS RELIEF FUND	9,182.35
230	WILLMAR MUNICIPAL AIRPORT	40,080.90
369	T.I. PROJECTS	44,214.26
375	T.I. (LEGACY ON FIRST)	13,068.54
376	T.I. (15TH STREET FLATS)	17,035.41
450	CAPITAL IMPROVEMENT FUND	146,823.87
651	WASTE TREATMENT	80,721.80
803	COMM EMERGENCY RESPONSE TEAM	1,469.97
816	BIOSCIENCE GRANT	268.00
TOTAL ALL FUNDS		543,851.06

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
HERT	HERITAGE BANK	543,851.06
TOTAL ALL BANKS		543,851.06



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of State Temporary Liquor Permits - Willmar Lakes Rotary Club		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor Licenses

OVERVIEW:

The Willmar Lakes Rotary Club; a club organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during their "Rockin' Robbins" Community Festivals located at Robbins Island which will be held July 11, July 18, July 25, and August 1, 2023. A State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City park property. Municipal Code Section 3-173 states a temporary license shall only be issued to a microdistillery, small brewer, club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

City Council has approved these events since 2016, at the Robbins Island location.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the Community Festivals

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of State Temporary Liquor Permit - Willmar Lakes Rotary Club		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor License

OVERVIEW:

The Willmar Lakes Rotary Club; a club organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during the Willmar Fests Inc. Beach Party event located at Robbins Island which will be held June 24, 2023. State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City park property. Municipal Code Section 3-173 states a temporary license shall only be issued to a microdistillery, small brewer, club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation		

RECOMMENDED ACTION:

Approve the Civic Center Arena Special Event by On-Sale Liquor License Holder Permit, Pending Police Department Approval of the Security Requirements, on a Roll Call Vote

OVERVIEW:

The Civic Center has rented space to Brock Larson to hold a Cage Fighting Xtreme / MMA Event on June 10, 2023, with plans to serve alcohol during this event. A Civic Center Arena Special Event Permit is required to distribute or consume alcohol on the Civic Center grounds for this event. Spurs Corporation dba Spurs Grill and Bar has applied for this permit with an on-site employee listed as Willie Gonzalez.

A mixed martial arts event must comply with Municipal Code Section 3-93, Prohibited activities in premises of on-sale liquor licensees, concerning security requirements.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during their event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Agreement with Riggs Brothers Construction for a concrete pad at Sperry Park for the fitness court		

RECOMMENDED ACTION:

Approve the agreement with Riggs Brothers Construction in the amount of \$15,742 for a concrete pad at Sperry Park for the fitness court.

OVERVIEW:

Staff received 3 quotes to install a 72'-4"-38', 4-inch concrete slab. Riggs Brother Construction came in as the lowest quote. Public Works staff will do the site work for this project.

BUDGETARY/FISCAL ISSUES:

The funding for this project will come from the 2023 Capital Improvement Plan for playground equipment.

ALTERNATIVES TO CONSIDER:

Reject the agreement as present

ATTACHMENTS:

1. Resolution for Riggs Brothers Construction
2. Riggs Brothers Agreement
3. NFC Concrete Slab Drawing C-8.0
4. Overview of Sperry Park
5. Quotes for Fitness Pad

RESOLUTION NO. ____

**RESOLUTION APPROVING THE AGREEMENT WITH RIGGS BROTHERS CONSTRUCTION FOR A
CONCRETE PAD AT SPERRY PARK FOR THE FITNESS COURT**

Motion By:_____

Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Riggs Brothers Construction in the amount of \$15,742 for a concrete pad at Sperry Park for the fitness court.

Dated this 15th day of May, 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK

EQUIPMENT AND PRODUCTS AGREEMENT

THIS AGREEMENT, made and signed this 4th day of May, 2023, by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Riggs Bros Construction, Kandiyohi, MN, hereinafter called the "CONTRACTOR".

The Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to provide all materials and equipment for the concrete slab at Sperry Park in accordance with the quotation, and this agreement, as approved by the City of Willmar for equipment or products identified as Sperry Park Fitness Park and to do everything required by this agreement and attached quotation.

ARTICLE II. The Owner agrees to pay, and the Contractor agrees to receive and accept payment in accordance with the prices bid as set forth in the quotation, and on file in the office of the City Clerk, Willmar, Minnesota, the aggregate of which prices, based on the stated unit quantity is a not to exceed figure of \$15,742.00.

ARTICLE III. In consideration of the agreements of Owner herein set out, Contractor does hereby agree to indemnify and hold Owner harmless from all claims or causes of action arising from injury or death to persons or from damage to property resulting from Contractor's performance in the delivery of this equipment prior to the delivery date and time. Contractor will defend and indemnify Owner if any equipment or product infringes another party's property or patent rights. Contractor may not modify or substitute an equivalent product if such infringement occurs without first obtaining written permission from Owner. In the event that any such action is brought against Owner, Owner shall notify Contractor and Contractor shall have the opportunity to provide legal counsel and fully defend Owner. In the event that Contractor shall fail to provide an attorney and defend Owner, or in the event the attorney selected by Contractor is not approved by Owner and its insurance carrier, then Owner shall be entitled to hire its own attorney and Contractor shall pay the cost of Owner's entire defense. Contractor shall pay in full, without reimbursement from owner, any settlement or judgement resulting from said claim or cause of action.

ARTICLE IV. This agreement, together with the documents herein before mentioned in Article I, form the contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written.

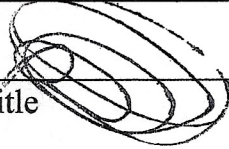
CITY OF WILLMAR

Mayor

Attest: _____
City Administrator

CONTRACTOR:

In the Presence of:

By: Regis Bros Construction
Owner
Title 

NFC CONCRETE SLAB DRAWINGS - MINIMUM STANDARDS



SCOPE:
PROVIDE CONCRETE SLAB FOR USE WITH OUTDOOR FITNESS FLOORING AND EQUIPMENT. INSTALL PER THESE SPECIFICATIONS TO ENSURE COMPLIANCE WITH ADHESIVE MANUFACTURER'S REQUIREMENTS.

PROVIDE A MINIMUM OF 4" THICK CONCRETE SLAB PER PLANS. MINIMUM DIMENSIONS ARE 38'-0" WIDE X 38'-0" LONG. SEE SITE SPECIFIC PLANS AND / OR ENGINEERING PROVIDED BY OTHERS IF DIFFERENT.

- SEQUENCE OF CONSTRUCTION:
1. REVIEW ALL DRAWINGS INCLUDING ALL NOTES TO BECOME FAMILIAR WITH SEQUENCE AND DETAILS.
 2. DURING INSTALLATION SEQUENCE, REFER TO AND COMPLY WITH APPLICABLE NOTES.
 3. PREPARE AREA BELOW SLAB WITH WITH COMPACTED SOIL AND GRAVEL PER PLANS.
 4. BUILD FORMS FOR OUTER PERIMETER OF THE SLAB WITH DIMENSIONS PER SLAB PLAN AND SELECTED WIDTH OF OUTER BAND AROUND FITNESS COURT AREA.
 5. INSTALL REINFORCEMENT STEEL PER PLANS.
 6. PLACE SPECIFIED CONCRETE PER PLANS (4" MINIMUM).
 7. FINISH CONCRETE TO THE SLOPE SPECIFIED FOR DRAINAGE.
 8. PROVIDE CONTRACTION JOINTS WITHIN 24 HOURS OF CONCRETE POUR.
 9. APPLY SPRAYLOCK PER MANUFACTURER'S SPECIFICATIONS WITHIN 24 HOURS OF CONCRETE POUR.
 10. INSTALLATION OF FITNESS WALL, FITNESS FLOORING, AND ALL EQUIPMENT BY OTHERS.

SHEET INDEX	
SHT. NO.	DESCRIPTION
1	COVER
2	SPECIFICATIONS
3	STANDARD DETAILS
4	CONCRETE SLAB LAYOUT
5	SITE PREP / LAYOUT
6	ANCHOR DETAILS
7	JOINT / AB LAYOUT PLAN
8	DO'S & DON'TS



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DRAWING NAME:
FITNESS COURT
STANDARD
FOUNDATION
PLAN - TILE
FLOORING

REV.: C - 8.0
Date: 3/8/2023
Drawn By: TH
Checked By: DH
Engineer of Record:
William Griswold
P.E.

SHEET #:

CONCRETE SLAB MINIMUM SPECIFICATIONS

NOTES: (FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

CONCRETE:

- 1. PROVIDE 4" TO 6" OF CRUSHER RUN GRAVEL AS SHOWN IN SECTION DETAIL.
- 2. SOIL TO BE COMPACTED TO MEET THE REQUIREMENTS OF 95% MODIFIED PROCTOR.
- 3. SLAB DESIGN BASED ON SOIL CLASS D - 1500 PSF CAPACITY.
- 4. ALL SLAB CONCRETE TO BE 4,000 PSI AT 28 DAYS (CONCRETE STRENGTH REQUIREMENT). A HIGH EARLY MIX MAY BE UTILIZED ONLY IF THE MIX DESIGN IS APPROVED BY THE ENGINEER.
- 5. CEMENT SHALL CONFORM TO ASTM C 150, TYPE II.
- 6. FINE AGGREGATE SHALL CONFORM TO ASTM C 33.
- 7. COARSE AGGREGATE SHALL BE GRAVEL OR CRUSHED STONE CONFORMING TO ASTM C 33. COARSE AGGREGATE FOR FLOOR SLAB SHALL NOT EXCEED 1-1/2" AT ITS MAXIMUM WIDTH.
- 8. WATER SHALL BE CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIES, ORGANIC MATERIALS OR DELETERIOUS SUBSTANCES.
- 9. AIR ENTERTAINING ADMIXTURE SHALL CONFORM TO ASTM C 260.
- 10. CALCIUM CHLORIDE ADMIXTURES, THIOCYANATE ADMIXTURES OR ANY ADMIXTURES CONTAINING MORE THAN 0.5% CHLORIDE IONS ARE NOT PERMITTED.
- 11. REINFORCING STEEL AND CONCRETE TO BE PLACED IN ACCORDANCE WITH ACI 318 LATEST EDITION.
- 12. THE ALLOWABLE CONCRETE SLUMP SHALL BE 3" PLUS OR MINUS 1/2" UNLESS SUPERPLASTICIZERS ARE USED. THE ENGINEER SHALL APPROVE SUPERPLASTICIZER USE.
- 13. AS REQUIRED BY OWNER, SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C 143.
- 14. NO CONCRETE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS BELOW 40° F WITHOUT PERMISSION OF THE ENGINEER.
- 15. AVOID HOT WEATHER CONCRETE PLACEMENT. CONCRETE PROVIDER TO PROVIDE HOT WEATHER CONCRETE PLACEMENT PLAN FOR CONCRETE PLACED IN TEMPERATURE IN EXCESS OF 90 DEGREES.
- 16. THE ENGINEER OR THE OWNER MAY ACCEPT OR REJECT ANY WORK THAT DOES NOT MEET THE REQUIREMENTS OF THESE NOTES OR THE PROJECT DRAWINGS.
- 17. AS REQUIRED BY OWNER, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR TESTING THE SLUMP, AIR CONTENT, AND CONCRETE CYLINDERS (BY A THIRD PARTY).
- 18. AS REQUIRED BY THE OWNER, COMPRESSIVE STRENGTH OF THE CONCRETE CYLINDERS SHALL BE TESTED AT 3 DAYS, 7 DAYS, AND 28 DAYS. APPROPRIATE NUMBER OF CYLINDERS SHALL BE COLLECTED TO PERFORM THE TESTING. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH ASTM C 39.
- 19. SLAB TO BE POURED IN EITHER 20' X 20' SECTIONS (MAX) OR PROVIDE 1/2" SAWCUT CONTRACTION JOINTS AT 15' MAXIMUM SPACING. SAWCUT JOINTS TO BE MADE AS SOON AS THE CONCRETE HAS CURED SUFFICIENTLY TO ALLOW THE WORK WITHOUT DAMAGING THE CONCRETE.
- 20. CONFIRM ANCHOR PLACEMENT PRIOR TO CUTTING JOINTS. ENSURE 3" CLEARANCE BETWEEN ANCHOR CENTERS AND JOINT AND CUT JOINTS AS SHOWN ON PLAN VIEW.

REINFORCEMENT:

- 1. INSTALL SLAB REINFORCING 6 X 6 X 6/6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION.
- 2. INSTALL ADDITIONAL / UPGRADED REINFORCEMENT AS REQUIRED BY LOCAL CODE. COORDINATE REBAR LOCATIONS TO AVOID ANCHORS.
- 3. PROVIDE VAPOR BARRIER BELOW THE SLAB. (10 MIL. MIN. W/ MIN. 12" OVERLAP AT VAPOR BARRIER JOINTS)

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CONCRETE FINISHING NOTES:

- 1. THE FINISHED CONCRETE SURFACE SHALL BE SLOPED AWAY FROM THE WALL. THE SURFACE SLOPE SHALL BE 1/8" PER 12"
- 2. THE FINISHED CONCRETE SURFACE SHALL BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHALL BE FLAT TO THE EQUIVALENT OF 1/8" OVER 10'.
- 3. THE FINISHED CONCRETE SURFACE SHALL HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.
- 4. IMPORTANT: FLOORING INSTALLATIONS REQUIRE A 28 DAY CURE TIME AFTER CONCRETE PLACEMENT. FLOORING INSTALLATIONS CAN BE ACCELERATED WITH AN APPLICATION OF "SPRAYLOCK" PRODUCT. SPRAYLOCK P3 (REFERRED) OR SPRAYLOCK SCP-327 REQUIRED (NO EQUAL). THE SPRAYLOCK PRODUCT WILL ALLOW FLOORING INSTALLATION AS SOON AS 14 DAYS AFTER CONCRETE PLACEMENT AND SPRAYLOCK APPLICATION. CONFIRM PRODUCT SELECTION WITH THE MANUFACTURER. APPLY SPRAYLOCK PRODUCT THE DAY OF THE CONCRETE PLACEMENT PER MANUFACTURER'S INSTRUCTIONS.

ANCHOR NOTES: (INSTALLATION OF FLOOR ANCHORS BY OTHERS)

- 1. FIELD VERIFY ALL ANCHOR LOCATION DIMENSIONS AND PATTERNS PRIOR TO DRILLING. SEE FITNESS COURT INSTALLATION INSTRUCTIONS FOR ANCHOR LOCATIONS.
- 2. DRILL THROUGH THE TILE FLOOR (1" TILE THICKNESS) WHERE NECESSARY WITH APPROPRIATE DRILL BIT TO MATCH ANCHOR HOLE IN CONCRETE.
- 3. SEE ANCHOR DETAILS FOR APPLICABLE CONCRETE EMBEDMENT DEPTH AND HOLE DIAMETER.
- 4. STAINLESS STEEL MUST BE USED WHERE SPECIFIED
- 5. COMPONENTS SPECIFIED AS HOT-DIP GALVANIZED MAY BE SUBSTITUTED WITH 304 SS COMPONENTS.

GENERAL:

- 1. SITE PREPARATION REQUIREMENTS AND CONCRETE SLAB DESIGN SHALL BE REVIEWED BY LOCAL CIVIL OR SOILS ENGINEER TO CONFIRM SUITABILITY BASED UPON SITE SPECIFIC NEEDS AND CONDITIONS.

SPRAYLOCK SPECIFICATIONS

SPRAYLOCK IS DESIGNED TO IMPROVE AND PROTECT THE CONCRETE SLAB THROUGHOUT THE CONCRETE'S LIFE DECREASING THE PERMEABILITY OF THE CONCRETE.

WATER VAPOR MOVING THROUGH A SLAB IS A PROBLEM FOR MANY ADHESIVES AND FLOORING MATERIALS. THE USE OF THE SPRAYLOCK PRODUCT HELPS CONDITION THE CONCRETE IN PREPARATION FOR THE INSTALLATION OF OUTDOOR FLOORING TILES. SPRAYLOCK IS USED TO HELP MANAGE WATER IN CONCRETE SLABS WHICH CAN HELP MINIMIZE THE RISK OF FLOOR SYSTEM FAILURES.

SPRAYLOCK IS APPLIED TO THE SURFACE OF THE CONCRETE SHORTLY AFTER FINISHING OPERATIONS ARE COMPLETED. WHEN USED AT TIME OF PLACEMENT, SPRAYLOCK CONCRETE PROTECTION (SCP) PRODUCTS REDUCE WATER VAPOR TRANSMISSION TO THE POINT WHERE THE PERFORMANCE OF MOISTURE-SENSITIVE FLOORING, ADHESIVES, AND COATINGS ARE NOT AFFECTED AFTER FOURTEEN (14) DAYS POST-TREATMENT.

FOR ADDITIONAL INFORMATION CONTACT YOUR NFC PROJECT MANAGER.

SPRAYLOCK CAN BE PURCHASED BY CONTACTING THE NFC PRODUCT REPRESENTATIVE AT:

JOHN CALLAHAN
Email: jjc@calcomaterials.com
Phone: (916)390-2632

NOTE: ONLY SPRAYLOCK P3 OR SPRAYLOCK SPC 327 ARE APPROVED FOR THIS APPLICATION. NO EQUAL.

SPRAYLOCK CONCRETE PROTECTION (SPC) PRODUCTS SHOULD BE KEPT FROM FREEZING DURING STORAGE AND SHOULD NOT BE APPLIED TO CONCRETE WITH TEMPERATURES LESS THAN 40° F (4.4° C).



NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

DRAWING NAME:
FITNESS COURT
STANDARD
FOUNDATION
PLAN - TILE
FLOORING

REV.: C - 8.0

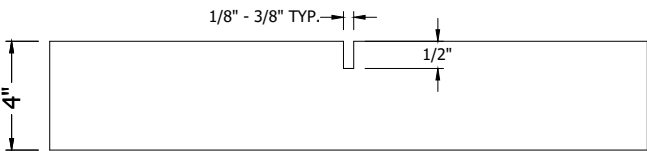
Date: 3/8/2023
Drawn By: TH
Checked By: DH
Engineer of Record:
William Griswold
P.E.

SHEET #:

2 OF 8

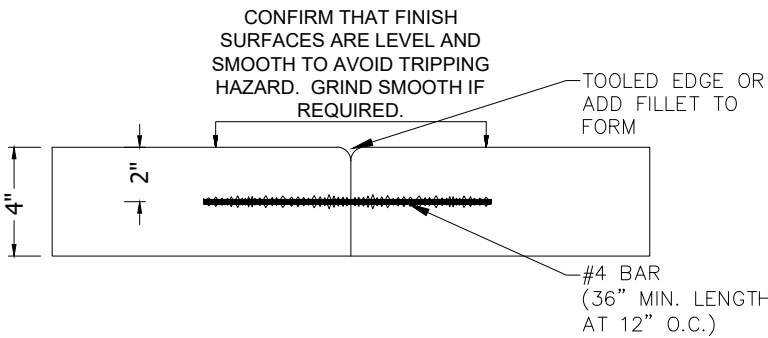
STANDARD CONSTRUCTION DETAILS

SAWCUT CONTRACTION JOINTS PREFERRED.



JOINTS MAY BE CUT OR SCORED (TOOLED). MAX 1/4" RADIUS WHEN CONTRACTION JOINT IS TOOLED INSTEAD OF SAWCUT. SAWCUT JOINTS ARE PREFERRED.
CUT CONCRETE AS SOON AS ABLE TO WALK ON CONCRETE - WITHIN 24 HOURS OF POUR.

AVOID CONSTRUCTION JOINTS WHEN POSSIBLE. WHEN USED, PLEASE FOLLOW THE REQUIREMENTS.

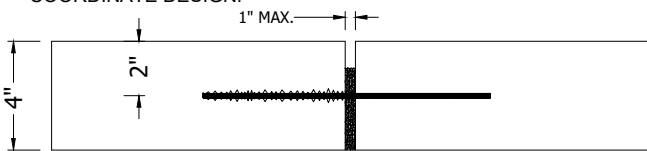


DO NOT USE SMOOTH ROUND BAR. USE DEFORMED TIE BAR EMBEDDED INTO BOTH SLABS.

DO NOT USE ISOLATION JOINTS UNDER FITNESS WALL OR TILE WITHOUT WRITTEN APPROVAL OF NFC.

THE EXPANSION AND CONTRACTION OF THE CONCRETE WILL CAUSE THE TILE ADHESIVE TO FAIL OR THE TILE TO BUCKLE OR SPLIT.

NFC REQUIRES A COORDINATE EFFORT TO DESIGN EXPANSION JOINTS INTO THE CONCRETE SLAB TO AVOID FAILURE OF THE TILE OR OTHER STRUCTURAL ELEMENTS. CONTACT YOUR NFC PM TO COORDINATE DESIGN.



WHEN APPROVED:
USE SMOOTH DOWEL JOINT ON ONE END OR SIMILAR TO ALLOW FOR EXPANSION AND PROTECT FROM DIFFERENTIAL SETTLEMENT.

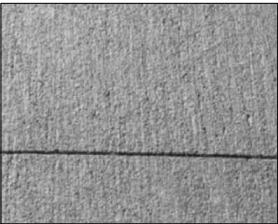
1 CONTRACTION JOINT

2 CONSTRUCTION/COLD JOINT

3 ISOLATION/EXPANSION JOINT

CONCRETE SUBSTRATE SHOULD NOT BE SMOOTH AND REFLECTIVE; IT MUST HAVE A CONCRETE SURFACE PROFILE OF CSP 1-3 (SIMILAR TO A LIGHT / FINE BROOMED FINISH).

DO



LIGHT BROOM FINISH

AVOID



MEDIUM TO HEAVY
BROOM FINISH

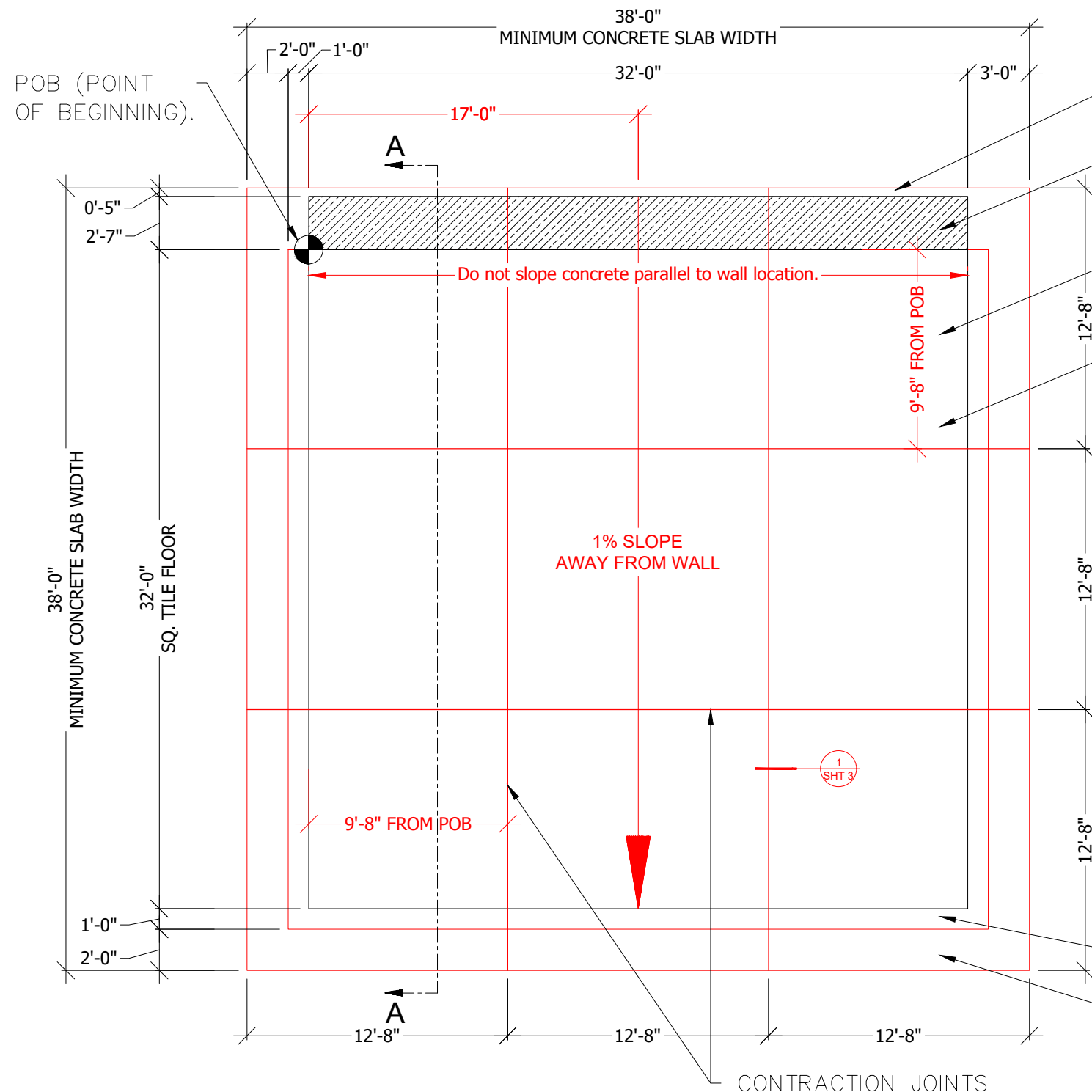
4 CONCRETE SURFACE FINISH

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CONCRETE SLAB PLAN & CROSS-SECTION

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



5" WIDE CONCRETE BEHIND WALL (MAY BE REDUCED TO 1", IF DESIRED).

FITNESS COURT BODY WEIGHT TRAINING WALL (BY OTHERS) (2'-7" WIDE).

FITNESS COURT TILED EXERCISE FLOOR AREA (BY OTHERS).

THE FINISHED CONCRETE SURFACE SHOULD BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHOULD BE FLAT TO THE EQUIVALENT OF 1/8" OVER 10'. THE FINISHED CONCRETE SURFACE SHOULD HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.

NOTE: THE FITNESS WALL IS INSTALLED LEVEL. ANY ADDITIONAL SLOPE IN THE CONCRETE PAD PARALLEL TO THE WALL WILL LEAD TO A GAP BETWEEN THE BOTTOM OF THE WALL AND THE TOP OF THE CONCRETE.

SLOPE ENTIRE SLAB AWAY FROM EDGE OF SLAB
BEHIND THE WALL TO OPPOSITE EDGE
△ SLOPE 1/8" PER 12"

SECTION A - A (ROTATED)

4" MINIMUM SLAB THICKNESS
FOR REQUIRED ANCHOR CLEARANCE

12" BORDER RAMP TILE (BY OTHERS)

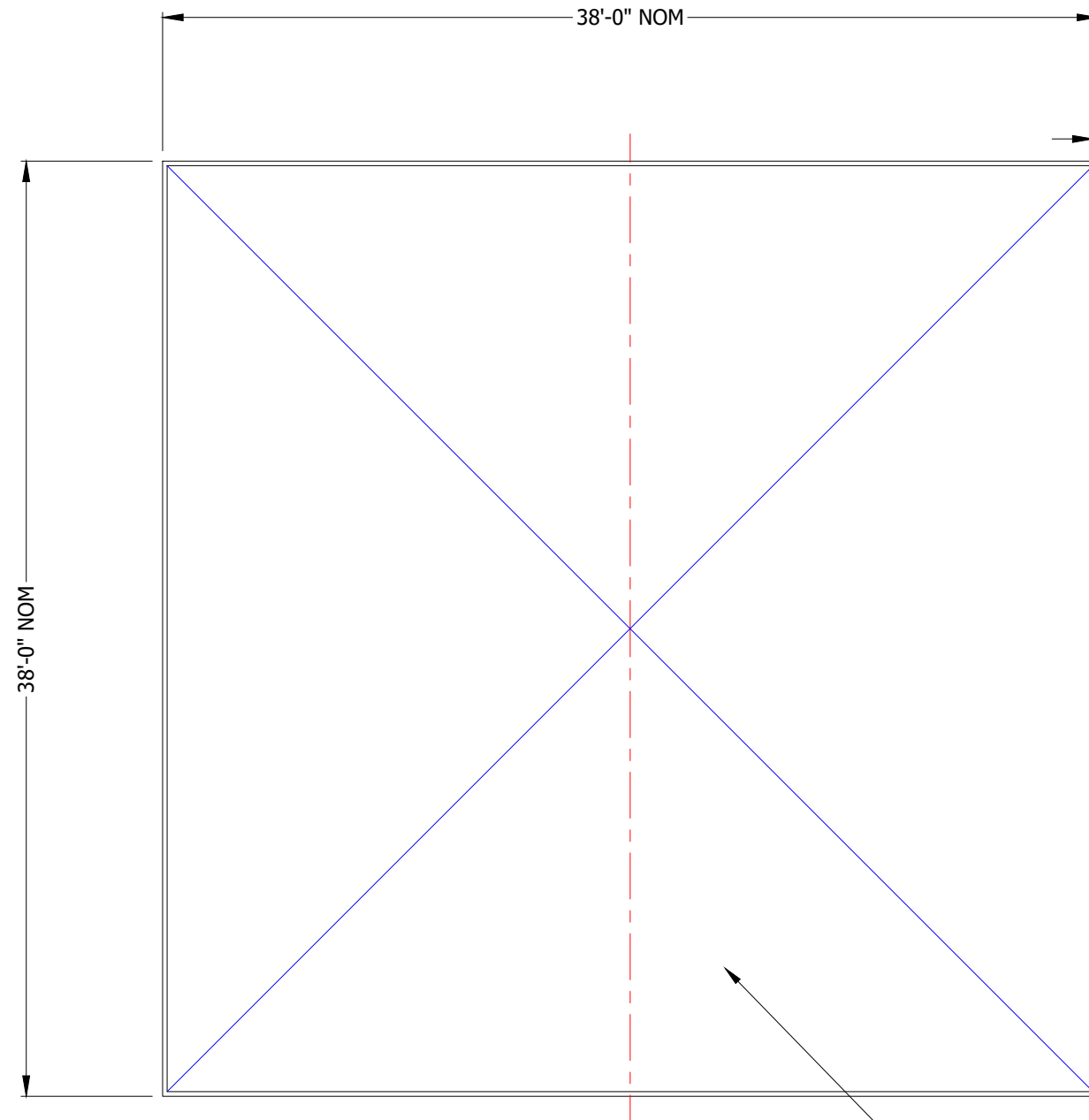
SLAB SIZE MAY BE ADJUSTED TO PROVIDE THE BAND WIDTH SHOWN AROUND THE PERIMETER OF THE TILED COURT SURFACE. A NARROW 15" BAND MAY BE UTILIZED WITH A SHADE STRUCTURE. ANY SHADE STRUCTURE (BY OTHERS) SHALL HAVE ITS OWN INDEPENDENT FOUNDATIONS.

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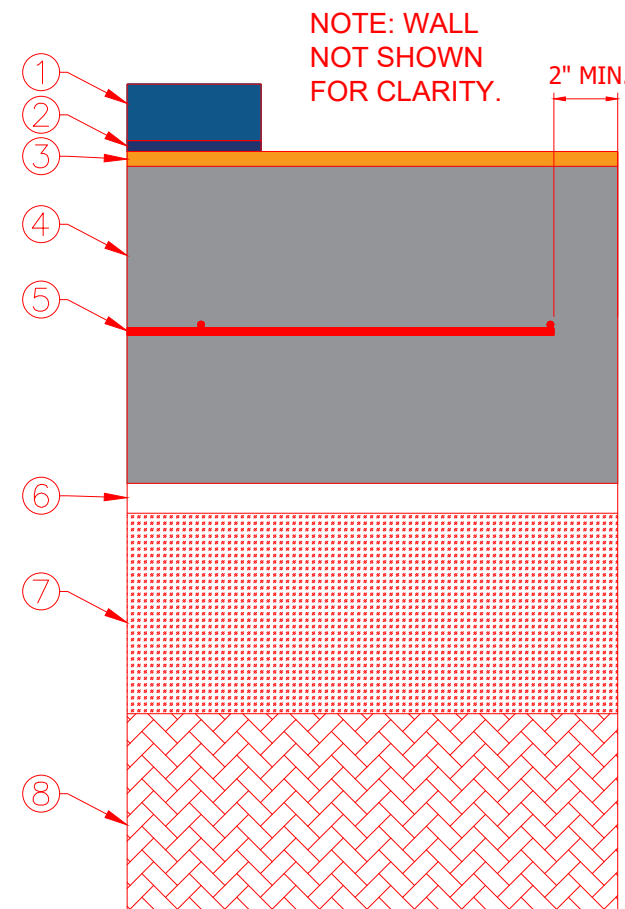
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REINFORCEMENT / PREP DETAIL

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



2" MIN SPACING BETWEEN REINFORCEMENT
AND EDGE OF CONCRETE (ALL SIDES)



NOTE: ANCHORS INSTALLED BY OTHERS

1. 1" FITNESS TILE (BY OTHERS)
2. TILE ADHESIVE (BY OTHERS)
3. SPRAYLOCK APPLICATION
4. 4" MIN CONCRETE SLAB
5. 6 X 6 X 6/6 WELDED WIRE MESH
6. VAPOR BARRIER (10 MIL. MIN.)
-REF. ACI302-1R.15
7. 4" TO 6" GRAVEL
8. COMPACTED SOIL

TYP. SECTION DETAIL

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REINFORCING TO BE 6 X 6 X 6/6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION. INSTALL ADDITIONAL REINFORCEMENT AS REQUIRED BY LOCAL CODE.

DRAWING NAME:
FITNESS COURT
STANDARD
FOUNDATION
PLAN - TILE
FLOORING

REV.: C - 8.0

Date: 3/8/2023
Drawn By: TH
Checked By: DH
Engineer of Record:
William Griswold
P.E.

SHEET #:

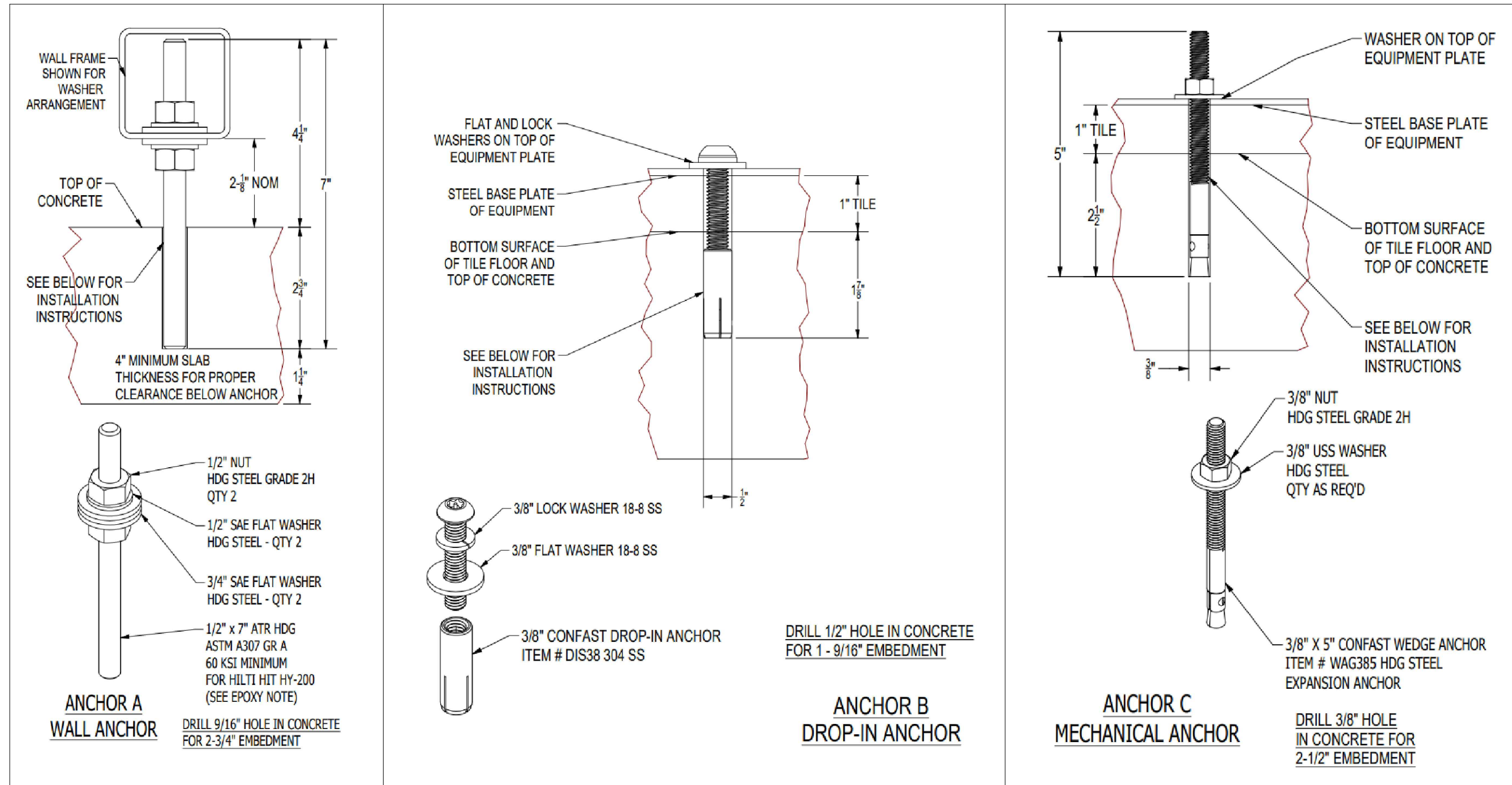
5 OF 8

ANCHOR DETAILS FOR TILE

NOTE: ANCHORS INSTALLED BY OTHERS

SEE NFC FITNESS COURT INSTALLATION
MANUAL FOR ADDITIONAL ANCHOR
SPECIFICATIONS AS NEEDED

APPLIES TO THE TILE INSTALLATION ONLY.
REQUEST ALTERNATE DRAWING FOR POUR-IN-PLACE.
(ALSO SEE ANCHOR NOTES ON SLAB NOTES DRAWING)



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ANCHOR HOLE INSTRUCTIONS

1. DRILL HOLES FOR ANCHORS TO SPECIFIED DIAMETER AND DEPTH.
2. USE COMPRESSED AIR TO REMOVE CONCRETE DUST AND DEBRIS FROM HOLES PRIOR TO ANCHOR INSTALLATION.
3. REFER TO FITNESS COURT INSTALLATION INSTRUCTIONS FOR ADDITIONAL ANCHOR INSTALLATION STEPS.

ANCHOR A EPOXY NOTE:

ANCHOR A MUST BE INSTALLED WITH THE ANCHOR EPOXY SPECIFIED OR ACCEPTABLE ALTERNATIVE. HILTI HY-200 IS RECOMMENDED. ALTERNATE EPOXY SIMPSON SET-XP IS ACCEPTABLE FOR NEW, UNCRACKED CONCRETE ONLY. FOLLOW EPOXY MANUFACTURER'S INSTALLATION PROCEDURES.

ANCHOR LOCATIONS

& CONTRACTION JOINT LAYOUT
2 JOINTS EACH WAY

NOTE: ANCHORS INSTALLED BY OTHERS

IMPORTANT NOTE:

ALL DIMENSIONS ORIGINATE FROM UPPER LEFT CORNER OF FITNESS COURT AREA POB (POINT OF BEGINNING).

LOCATION OF UPPER LEFT ANCHORS SHOWN FOR EACH PIECE OF EQUIPMENT. LOCATE UPPER LEFT HOLE AND USE TEMPLATES TO LOCATE REMAINING HOLES.

IMPORTANT NOTE:

DIMENSIONS APPLY TO CUSHION FLOORS ONLY. FOR TILE FLOORS, PUSH STATION ANCHORS ARE TO BE LOCATED AFTER WALL PLACEMENT AND PUSH STATIONS ARE IN FINAL LOCATION.

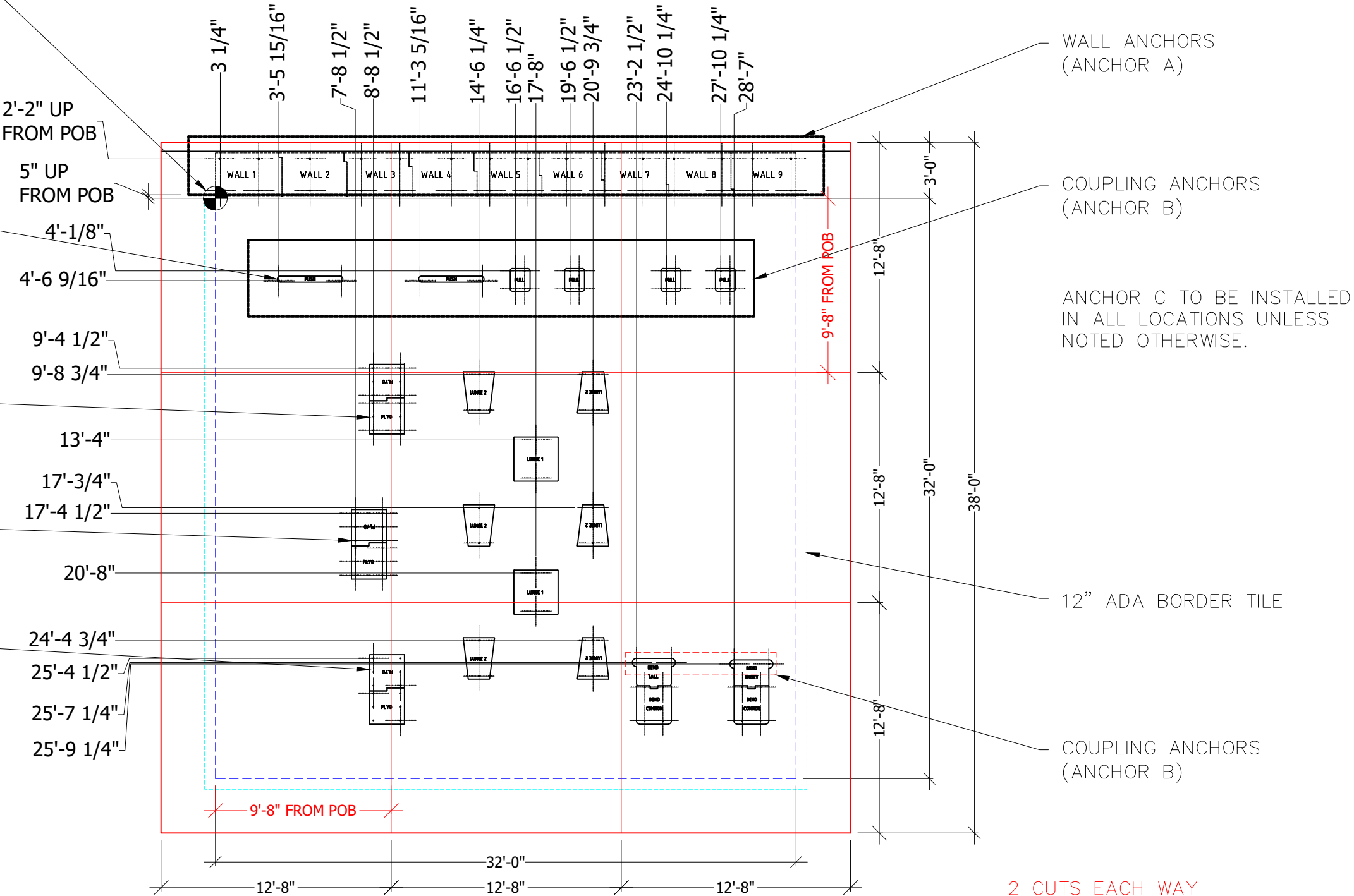
PLYO BOX 1 AND 2
4 ANCHORS PER BOX IN OUTSIDE CORNERS PER CENTER MARKS.

PLYO BOX 3 AND 4
6 ANCHORS PER BOX IN ALL TEMPLATE HOLES PER CENTER MARKS.

PLYO BOX 5 AND 6
2 ANCHORS PER BOX IN OPPOSITE CORNERS UPPER LEFT AND LOWER RIGHT PER CENTER MARKS.

** THESE DIMENSIONS MEASURED TO THE RIGHT FROM POB **

** THESE DIMENSIONS MEASURED DOWN FROM POB (AWAY FROM WALL) **

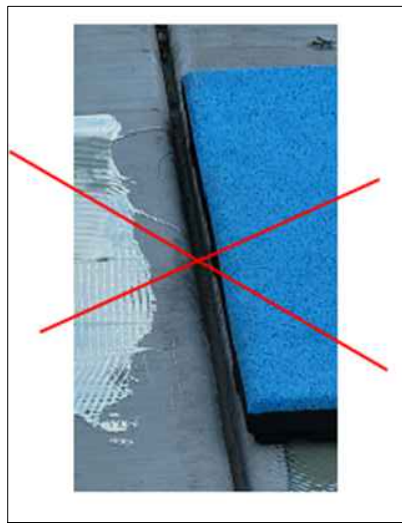


2 CUTS EACH WAY
RED LINES SHOW CONTRACTION
CUTS (SAWCUTS) IN LOCATIONS
TO AVOID ANCHOR PLACEMENT.

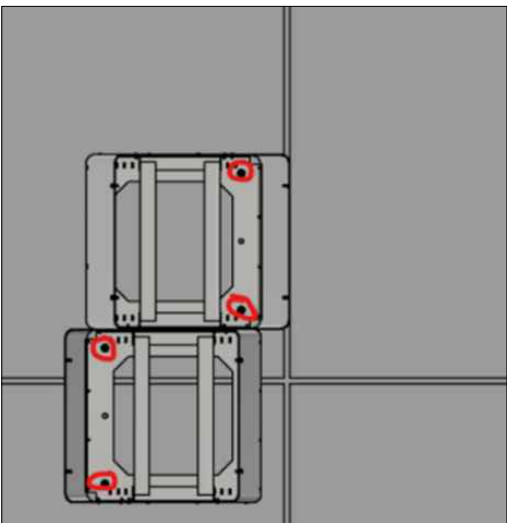
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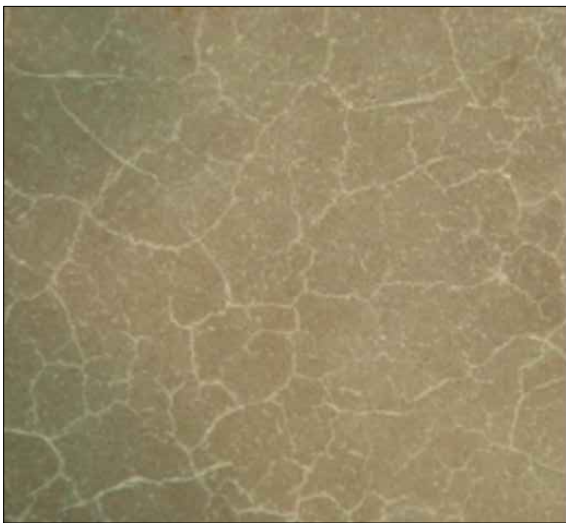
DO's & DON'Ts



AVOID PUTTING CONTRACTION JOINTS AT TILE SEAM EDGES. USE ONE OF THREE APPROVED NFC JOINT LAYOUTS ONLY FOR PLACEMENT OF CONTRACTION AND CONSTRUCTION JOINTS.



WHEN APPROVED, DO NOT LET EXPANSION JOINTS RUN UNDER EQUIPMENT OR THE FITNESS WALL.



CRAZING IS MOST OFTEN CAUSED BY A HIGHER WATER TO CEMENT RATIO AT THE SURFACE OF THE CONCRETE AS A RESULT OF OVER-TROWELING, SPRINKLING WATER ON THE SURFACE OF THE CONCRETE DURING FINISHING OPERATIONS, OR FINISHING CONCRETE WHILE BLEED WATER IS STILL PRESENT.

CONTRACTION JOINT LOCATIONS



AVOID PLACING CONCRETE DURING ADVERSE WEATHER CONDITIONS THAT WILL LEAD TO PLASTIC SHRINKAGE CRACKS. PLASTIC SHRINKAGE CRACKS CAN OCCUR WHEN WEATHER CONDITIONS CAUSE RAPID EVAPORATION OF BLEED WATER BEFORE IT CAN BE REPLACED NATURALLY BY SUBSURFACE CONCRETE. LOW RELATIVE HUMIDITY, HIGH WINDS, AND HIGH CONCRETE TEMPERATURE CAN ALL CONTRIBUTE TO PLASTIC SHRINKAGE CRACKING.

PLASTIC SHRINKING CRACKING

CONTRACTION JOINT PLACEMENT



DO NOT USE OLD TENNIS COURTS FOR A FITNESS COURT FOUNDATION. COORDINATE AND CONSULT WITH YOUR NFC PROJECT MANAGER TO VALIDATE ANY EXISTING CONCRETE SLABS FOR USE UNDER A FITNESS COURT.

REUSE OF EXISTING FOUNDATIONS

NO CRAZING

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Sperry Park

Hwy 71 N

Business 71 N

71

MINNESOTA DNR (R/E)

95-730-0610

Willmar

Homewood Ave NE

Hawaii St NE

95-730-0900
HAGEMEYER KARLA K

95-730-0710
MORSE PATRICIA A & DALE R

95-730-0720
MORSE PATRICIA A & DALE R

95-730-0880
HAGEMEYER KARLA K

95-730-0730
NELSON JASON O

Manilla St NE

ER4, LLC 95-730-0570

95-730-0560
LACE KEITH M

95-730-0010

CITY OF WILLMAR

95-730-0010

95-9
KANDY, GG

Porto Rico St NE

Fitness Court

Riggs Bros Construction LLC.

Estimate

220 County Road 8 SE
Kandiyohi Mn 56251

Date	Estimate #
3/3/2023	283

Name / Address
Rob Baumgard City of Willmar Parks and Rec Director

Project

Description	Qty	Rate	Total
City of Willmar Concrete Slab Sperry Park Fitness Park			0.00
Riggs Bros Construction will provide all labor, materials, and equipment to complete forming, fine grade, and pouring of a 72'x38'x4" concrete slab, #4 rebar 24" o.c. with a light broom finish.		15,724.00	15,724.00
Total \$15,724.00			
Total			\$15,724.00

Reed Brothers Inc.

ESTIMATE

23629 County Road 5 NW
New London, MN 56273
Phone: 320-905-9500

ESTIMATE#: 5
DATE: 02/22/2023

TO:
WILLMAR CIVIC CENTER
Rob Baumgarn

CONCRETE WORK FOR FITNESS COURT STUDIO:

DESCRIPTION
72'-4"x38'x4" Concrete Pad with Light Broom Finish
4" Concrete w/ 2'-0" OC Fiberglass/Rebar reinforcement and Saw cut contraction joints
All Grades to be within 1" of Final Grade, Reed Brothers Inc. will do Final 1" grading of Concrete Pad. (Any extra fill, if needed, to be provided by others.)
Does not include testing or prevailing wages
Does not include Concrete Sealer

TOTAL \$16,636.67

2396 HWY 9 NE
New London, MN 56273



bruce@doublejconcrete.com
Telephone 320-354-4945
Direct 320-354-3102

AGREEMENT

PROPOSAL SUBMITTED TO City of Willmar	Rob	PHONE 320-235-1454	DATE 12/19/2022
ADDRESS 0 0		FAX 0	JOB LOCATION Willmar, MN
		CELL PHONE 0	
WE HEREBY AGREE AS FOLLOWS:		Contact : Rob	rbaumgam@willmarmn.gov

- Scope of work - Fitness/Pickleball Courts
- A) Does not include testing or prevailing wages.
 - B) Includes state and local sales tax.
 - C) Based on spring/summer of 2023 commencement after road restrictions have been lifted.
 - D) DOES NOT include the materials or labor to install joint filler/sealant.
 - E) Building pad and surrounding area must be properly prepared with safe working conditions upon Double J arrival. Improper conditions may result in delays and/or additional charges assessed.
 - F) Temporary or permanent fencing/railing supplied and installed by others.
 - G) Electrical, water and bathroom services to be readily available on site and supplied by others.
 - H) All corners and elevations established and set by others.
 - I) All grades to be within 1" of final grade with the finish grading completed by Double J. Any granular fill, if required, supplied by others. Any additional earthwork or grading required will be an addition to a contract based on a hourly rate of \$175.00 per man and piece of equipment.
 - J) Double J to supply the equipment, materials and labor to complete the following ;
 - 1) Final grade and compaction of the 1" of granular fill. Any granular fill required to be supplied by others.
 - 2) Set forms for the 72'-4"x38'x4" concrete slab.
 - 3) Place and tie a #4 rebar mat at 24" o.c. both directions.
 - 4) Place, screed and finish with a light broom finish 72'-4"x38'x4" natural grey, 4500 psi concrete with saw cut contraction joints.
 - 5) NO concrete cure/sealer application. See Option #1.
 - 6) Removal of forms and concrete debris clean up.

TOTAL \$16,990.00

Option #1 : Application of Spray-Lock SCP327. One application. ADD \$3,485.00

Thank You

All materials is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practice. Any alterations or deviations from the above specification involving costs will be executed only upon written orders and will adjust the above estimate accordingly. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry liability and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court or competent jurisdiction. This is an accurate estimate based on all the above information provided and is valid for a period of 30 days from the date listed on this agreement.

Dated: 12-19-2022

Dated: _____

Double J Concrete & Masonry, Inc.

Customer

By: Bruce Potter

By: _____



City of Willmar

City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Building Report April 2023		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. April 2023

Issued Dates: 4/1/2023 to 4/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 5/2/2023

Page: 1

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI031817	4/21/2023	Texley/Tony L & Kerry 1912 7th St SW	95-340-0320 Lot 2, Block 3 Hilltop Park	Addition Residential Add/Alter	Adding dormer, bathroom	\$21,875.00	\$526.15
WI031836	4/21/2023	Texley/Tony L & Kerry 1912 7th St SW	95-340-0320 Lot 2, Block 3 Hilltop Park	Single Family Alt/Remodel	New bathroom upstairs	\$0.00	\$71.00
WI032052	4/7/2023	Tabora/Oscar & Sandra 927 5th St SE	95-250-1830 Block 8 Glarum`s Addition To Willmar	Storage Shed Garage/Shed	Building shed	\$5,000.00	\$167.09
WI032455	4/5/2023	Prime Real Estate Holdings LLC 137 Benson Ave SE	95-630-0280 Block 2 Paulson & Sunde`s Subd Of Lot D Eastern Ad	Commercial/Ind New	Automotive Repair Shop	\$15,000.00	\$7.50
WI032459	4/5/2023	Schroeder/Michael/& M Luthens 2503 10th St SW	95-687-2120 Lot 2, Block 2 Prairie View West	Single Family Replace	Gas Furnace Replacement	\$3,920.00	\$31.00
WI032483	4/1/2023	County Of Kandiyohi 2201 23rd St NE	95-901-0500	Commercial/Ind Replace	Replace Heat Pumps	\$978,700.00	\$10,276.35
WI032485	4/4/2023	County Of Kandiyohi 2200 23rd St NE	95-901-0400	Commercial/Ind Replace	Replace Heat Pumps	\$1,075,300.00	\$11,283.12
WI032491	4/4/2023	Larue/Mary M 2302 6th St NE	95-137-0214 Lot 10, Block 3 Country Club Terrace	Single Family Replace	Gas Furnace Replacement	\$5,054.00	\$31.00
WI032497	4/4/2023	County Of Kandiyohi 2201 23rd St NE	95-901-0500	Commercial/Ind Replace	Replace water softners	\$30,050.00	\$91.00
WI032501	4/1/2023	Fladeboe Property Mgmt, LLC 514 Pacific Ave SW	95-915-2840	Reroofing Commercial Add/Alter	Commercial Reroof	\$50,601.00	\$25.30
WI032502	4/1/2023	Chezik/Jon & Sarah M 2790 Fairway Dr NE	95-212-0290 Block 2 Fairway Park Estates	Alteration Residential Add/Alter	Installation of helical piers	\$20,309.00	\$384.84
WI032503	4/1/2023	Oakleaf/Chad W & Kristy A 1001 15th Ave NW	95-560-0170 Block 1 Northwood Estates	Single Family Addition	plumbing for new addition	\$0.00	\$71.00

Issued Dates: 4/1/2023 to 4/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 5/2/2023

Page: 2

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032504	4/3/2023	Oakleaf/Chad W & Kristy A 1001 15th Ave NW	95-560-0170 Block 1 Northwood Estates	Single Family Addition	HVAC for home addition	\$10,000.00	\$81.00
WI032510	4/7/2023	Eka Hospitality Inc 1108 Business 71 N	95-390-0410 Block 3 Iverson Park	Reroofing Commercial Add/Alter	Commercial Reroof	\$70,000.00	\$734.75
WI032511	4/11/2023	Lawton/Robert Jay & Diane I 400 24th Ave SW	95-680-0760 Lot 6, Block 4 Portland Acres	Single Family Replace	Gas Furnace Replacement	\$4,004.00	\$31.00
WI032512	4/20/2023	Greischar & Torgerson Ptnrsh 201 28th Ave SE	95-139-0010 Lot 1, Block 1 Country Inn Addition	Fire Sprinkler/Fire Alarm Commercial Add/Alter	Replace Fire Alarm Panel	\$6,866.00	\$128.18
WI032513	4/7/2023	Building Three Thirty, LLC 330 4th St SW	95-003-5010 Block 43 Willmar, Town Of (Original)	Reroofing Commercial Add/Alter	Commercial Reroof	\$122,652.00	\$1,063.58
WI032516	4/10/2023	Scheffler/Jason 804 Irene Ave SE	95-662-0040 Lot 4, Block 1 Perkins 2nd Addition	Siding Residential Add/Alter	Residential Reside & Reroofing	\$8,500.00	\$54.25
WI032517	4/6/2023	Braceguy Properties, LLC 328 3rd St SW	95-003-5200 Block 44 Willmar, Town Of (Original)	Window Replacement Commercial Add/Alter	Window Replacement in Existing Opening	\$9,300.00	\$4.65
WI032518	4/5/2023	Kandiyohi County - Wccs 1001 20th Ave SE	95-138-0130 Lot 13, Block 1 Countryside Addition	Single Family Replace	Gas Furnace Replacement	\$2,000.00	\$31.00
WI032519	4/5/2023	Kandiyohi County H&R Auth 918 20th Ave SE	95-138-0230 Block 2 Countryside Addition	Single Family Replace	Gas Furnace Replacement	\$3,425.00	\$31.00
WI032520	4/5/2023	Ogawa Trust "B" 1905 22nd Ave SW	95-885-1070 Lot 2, Block 2 Yorktown Estates	Single Family Replace	Gas Furnace Replacement	\$4,300.00	\$31.00
WI032521	4/11/2023	Maranell/Byron K & Barbara R 813 14th Ave SW	95-750-0660 Sub-Div. N1/2 Of Ne1/4	Single Family Replace	Gas Furnace Replacement	\$4,567.00	\$31.00

Issued Dates: 4/1/2023 to 4/30/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 5/2/2023
 Page: 3

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032522	4/7/2023	Halliday/Kevin J & Jay M 500 Charlotte St SE	95-222-0440 Lot 14, Block 3 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof & Siding	\$4,503.00	\$2.25
WI032523	4/11/2023	Co Rental Properties, LLC 2420 4th Ave SE	95-668-1650 Block 9 Pheasant Run	Multi Family Apts/Condos New	Install new system in Fire Damaged 4 Plex	\$25,877.00	\$271.71
WI032524	4/24/2023	Conway/Richard & Norma 1320 16th St SW	95-863-0180 Lot 8, Block 1 West Park 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$13,994.00	\$37.00
WI032525	4/24/2023	Weflen/Dennis & Beverly 1503 3rd St NE	95-467-0830 Lot 4, Block 2	Reroofing Residential Add/Alter	Residential Reroof	\$12,549.00	\$36.27
WI032526	4/24/2023	Haines/Robert M & Dona M 1909 Country Club Dr NE	95-465-0060 Block 1 First Addition To Lakewood On Willmar Lake	Reroofing Residential Add/Alter	Residential Reroof	\$13,921.00	\$36.96
WI032527	4/24/2023	Jensen/Cynthia A 304 24th St SE	95-668-0830 Lot 13, Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$7,164.00	\$33.58
WI032528	4/18/2023	Thoms/James M & Pamela M 1001 14th Ave SE	95-670-0600 Lot 10, Block 3 Pleasant View Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,500.00	\$33.75
WI032529	4/18/2023	Wah/Htoo/& Krue Htoo 808 11 1/2 Ave SE	95-230-0470 Lot 7, Block 3 Gesch Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,500.00	\$33.75
WI032530	4/19/2023	Johnson/Isak/& Leah Sawyer 1304 6th St SW	95-750-0260 Sub-Div. N1/2 Of Ne1/4	Single Family Replace	Gas Furnace Replacement	\$5,000.00	\$31.00
WI032531	4/6/2023	Selseth/Kathryn/&Kerry Selseth 611 Ann St SE	95-222-0940 Lot 4, Block 6 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,200.00	\$33.60
WI032532	4/7/2023	Sietsema/Jeramy S (Jeremy) 701 18th St SW	95-760-0090 Summit Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,063.00	\$31.53
WI032533	4/11/2023	Co Rental Properties, LLC 2420 4th Ave SE	95-668-1650 Block 9 Pheasant Run	Fire Repair Commercial Add/Alter	Repair fire damage to 4 plex	\$160,000.00	\$2,038.96

Issued Dates: 4/1/2023 to 4/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 5/2/2023

Page: 4

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032534	4/11/2023	Co Rental Properties, LLC 2420 4th Ave SE	95-668-1650 Block 9 Pheasant Run	Multi Family Apts/Condos New	Installation of new plumbing system in burn structure	\$0.00	\$91.00
WI032535	4/7/2023	Yasgar/Jaclyn C/& Nathaniel C 2202 9th Ave SE	95-668-2170 Block 1 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$21,977.00	\$40.99
WI032536	4/10/2023	Kandy. Co. Hist. Society 610 Business 71 N	95-911-0870	Reroofing Commercial Add/Alter	Commercial Reroof	\$39,023.00	\$504.26
WI032537	4/10/2023	West Central Industries 1300 22nd St SW	95-921-5858	Reroofing Commercial Add/Alter	Commercial Reroof	\$240,595.00	\$1,712.55
WI032538	4/10/2023	Hoover/Vaughn A 204 Augusta Ave SE	95-250-1000 Block 5 Glarum's Addition To Willmar	Garage Garage/Shed	Foundation for garage only, structure to be permitted at later date	\$13,425.00	\$356.92
WI032539	4/10/2023	Fortress/The 500 Russell St NW	95-820-0910 Block 5 Thorpe & Lien's Addition	Reroofing Commercial Add/Alter	Commercial Reroof	\$120,560.00	\$1,052.53
WI032540	4/7/2023	Martinka, LLP 408 Trott Ave SW	95-003-6170 Block 50 Willmar, Town Of (Original)	Reroofing Commercial Add/Alter	Commercial Reroof	\$17,000.00	\$8.50
WI032541	4/10/2023	Grave/Nicole I 628 Parkview Rd SW	95-922-7970	Drainage system Residential Add/Alter	Instalation of drain tile and sump system	\$10,000.00	\$167.25
WI032543	4/10/2023	Ronneberg/Manfred & Shirley 504 21st St SE	95-668-0250 Lot 15, Block 2 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$17,000.00	\$38.50
WI032544	4/10/2023	Johnson/Peter O 2412 5th Ave SE	95-668-1480 Lot 8, Block 8 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$11,000.00	\$35.50
WI032545	4/10/2023	C & I Homes LLC 1509 6th St SW	95-700-0430 Lot 13, Block 3 Scandia Terrace Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,500.00	\$35.25
WI032546	4/10/2023	Rauk/Luther B/& Kelly Sauter 2005 21st St SW	95-885-0020 Lot 2, Block 1 Yorktown Estates	Reroofing Residential Add/Alter	Residential Reroof	\$13,000.00	\$36.50

Issued Dates: 4/1/2023 to 4/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 5/2/2023

Page: 5

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032547	4/10/2023	Central Minnesota Homes LLC 1420 7th St SW	95-780-1100 Block 5 Sunnyside	Reroofing Residential Add/Alter	Residential Reroof	\$11,000.00	\$35.50
WI032548	4/10/2023	Central Minnesota Homes LLC 717 Augusta Ave SE	95-660-0070 Lot 7, Block 1 Perkins 1st Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00	\$35.00
WI032549	4/11/2023	Co Rental Properties, LLC 2420 4th Ave SE	95-668-1650 Block 9 Pheasant Run	Reroofing Commercial Add/Alter	Commercial Reroof	\$26,000.00	\$371.75
WI032550	4/11/2023	Co Rental Properties, LLC 309 23rd St SE	95-668-0730 Lot 3, Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$18,000.00	\$39.00
WI032551	4/11/2023	Co Rental Properties, LLC 301 23rd St SE	95-668-0710 Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$21,000.00	\$40.50
WI032552	4/11/2023	Co Rental Properties, LLC 305 23rd St SE	95-668-0720 Lot 2, Block 4 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$21,000.00	\$40.50
WI032553	4/17/2023	Tello/Alejandro & Esther 721 14th St SW	95-006-7850 Block 116 First Addition To The Town Of Willmar	Single Family Replace	Gas Furnace Replacement & Water Heater	\$7,940.00	\$56.00
WI032554	4/17/2023	Reinardy/Jeanne 809 25th Ave SW	95-867-0420 Lot 2, Block 2	Reroofing Residential Add/Alter	Residential Reroof	\$15,657.00	\$37.83
WI032555	4/11/2023	Gustafson/Paul R 800 Irene Ave SE	95-662-0050 Lot 5, Block 1 Perkins 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50
WI032556	4/12/2023	Retrum/Robert & Cheryl 1901 Country Club Dr NE	95-465-0080 Lot 1, Block 2 First Addition To Lakewood On Willmar Lake	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00	\$35.00
WI032557	4/11/2023	Layman/Jon L 205 18th Ave NE	95-467-1200 Block 3	Reroofing Residential Add/Alter	Residential Reroof	\$15,000.00	\$37.50
WI032558	4/11/2023	Ammerman/Steven W & Peggy A 300 16th Ave NE	95-467-0710 Lot 2, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$15,000.00	\$37.50

Issued Dates: 4/1/2023 to 4/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 5/2/2023

Page: 6

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032559	4/12/2023	Hovland/Lyle E & Jill L 404 16th Ave NE	95-467-0430 Lot 3, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$15,000.00	\$37.50
WI032560	4/12/2023	Schultz/Casey 1509 Hansen Drive SW	95-864-0150 Lot 15, Block 1 West Park 5th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00	\$35.00
WI032561	4/12/2023	Reuss/Jay M & Trina L 2205 6th Ave SE	95-668-0340 Lot 24, Block 2 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof & Reside	\$30,000.00	\$95.00
WI032562	4/11/2023	Wick/Joan D 1811 7th St SW	95-922-6620	Reroofing Residential Add/Alter	Residential Reroof	\$8,000.00	\$34.00
WI032563	4/12/2023	Hedlof Properties, LLC 1130 5th St SW	95-790-0030 Lot 3 Swan Nelson's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,000.00	\$31.50
WI032564	4/11/2023	Gonzalez Deras/Dunia B 906 Minnesota Ave SE	95-840-0040 Welch's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$7,000.00	\$33.50
WI032565	4/12/2023	Reich/Marvin D 320 Willmar Ave SW	95-280-1650 Block 9 Hanson's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$4,600.00	\$32.30
WI032566	4/12/2023	Kircher/Joshua G 600 Ann St SE	95-222-0710 Block 5 Ferrings 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,000.00	\$31.50
WI032567	4/17/2023	Sokulski/Steven M & Teri L 800 Pioneer Circle SE	95-230-0510 Lot 11, Block 3 Gesch Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,977.00	\$33.49
WI032568	4/19/2023	Gardner Jt Liv Trust/M & S 1901 6th St SW	95-340-0020 Hilltop Park	Reroofing Commercial Add/Alter	Commercial Reroof	\$35,000.00	\$457.25
WI032569	4/18/2023	Waskul/Elizabeth K 320 Hillcrest Drive SW	95-922-7860	Single Family Replace	Gas Furnace Replacement	\$4,405.00	\$31.00
WI032570	4/18/2023	Augustin/Randy R & Jill V 1113 18th St SW	95-350-0120 Lot 12 Hoaglund's Subdivision	Single Family Replace	Boiler Replacement	\$7,920.00	\$31.00

City of Willmar

Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032571	4/17/2023	Vanden Einde/Marlys 905 4th St SE	95-250-1580 Lot 18, Block 7 Glarum's Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$10,219.00	\$35.11
WI032572	4/17/2023	Gubrud/David W & Betty A 108 32nd Ave NE	95-148-1520 Lot 2, Block 5 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$14,709.00	\$37.35
WI032573	4/13/2023	Employment Plus Properties LLC 920 Litchfield Ave SW	95-003-3980 Block 35 Willmar, Town Of (Original)	Commercial/Ind Replace	Furnace	\$4,252.00	\$2.13
WI032574	4/18/2023	Mssd Properties LLC 2701 4th Ave SW	95-872-0170 Lot 7, Block 1 Willmar Industrial Park	Commercial/Ind Replace	Replacing 2 roof top units	\$15,445.00	\$162.17
WI032575	4/17/2023	Divine House Properties LLP 1809 19th Ave SW	95-131-0100 Lot 1, Block 1 Carpenter's Tools	Reroofing Commercial Add/Alter	Commercial Reroof	\$18,013.00	\$283.76
WI032576	4/17/2023	Divine House Properties LLP 1300 7 1/2 St SW	95-780-0510 Block 3 Sunnyside	Reroofing Residential Add/Alter	Residential Reroof	\$9,120.00	\$34.56
WI032577	4/18/2023	Schliep/Russell P & Eva M 1201 Dana Dr SE	95-142-0100 Lot 10, Block 1 Dana Heights	Reroofing Residential Add/Alter	Residential Reroof	\$6,700.00	\$33.35
WI032578	4/19/2023	Osterkamp/Royal/&J Wassink 1816 7th St SW	95-922-6630	Alteration Residential Add/Alter	Residential Remodel, Ice dam caused interior damage	\$6,813.00	\$128.16
WI032579	4/18/2023	Cnh Industrial America LLC 2500 Airport Dr SW	95-870-0300 Block 2 Willmar Industrial Park	Commercial/Ind Alt/Remodel	Remodel existing bathroom	\$0.00	\$90.00
WI032580	4/18/2023	Cnh Industrial America LLC 2500 Airport Dr SW	95-870-0300 Block 2 Willmar Industrial Park	Alteration Industrial Add/Alter	Remodel existing bathroom	\$75,000.00	\$768.50
WI032581	4/19/2023	Roberts/Nadya B 2201 21st St SW	95-885-0060 Lot 6, Block 1 Yorktown Estates	Reroofing Residential Add/Alter	Residential Reroof	\$12,039.00	\$36.02

Issued Dates: 4/1/2023 to 4/30/2023

Report Name: Monthly External Permits Report

Permit Type(s): Building, Mechanical, Plumbing

City of Willmar

Monthly External Permits Report

Printed: 5/2/2023

Page: 8

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032582	4/24/2023	Pawelk/Jason D & Amy L 1601 15th Ave SW	95-862-0150 Block 1 West Park 3rd Addition	Alteration Residential Add/Alter	Framing stair landing in stairwell, install railing	\$2,500.00 \$94.69
WI032583	4/25/2023	Smith/Allen Bennett 905 13th Ave SW	95-922-7180	Reroofing Residential Add/Alter	Residential Reroof	\$5,996.00 \$33.00
WI032584	4/19/2023	Gillespie/Jeffrey J & Stacy L 3511 Eagle Ridge Dr W	95-148-0380 Lot 5, Block 2 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$7,500.00 \$33.75
WI032585	4/19/2023	Goosmann/Paige 1401 8th St SW	95-780-1480 Block 6 Sunnyside	Reroofing Residential Add/Alter	Residential Reroof	\$3,600.00 \$31.80
WI032586	4/19/2023	Schow/Jennifer 612 28th Ave SW	95-684-0520 Block 4 Portland Acres	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00 \$32.00
WI032587	4/19/2023	Quist/Russell & Susan 1451 Hansen Drive SW	95-863-0530 Lot 3, Block 3 West Park 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$5,500.00 \$32.75
WI032588	4/20/2023	Bulthuis/Jerry A & Robin M 1101 Irene Ave SE	95-665-0050 Lot 5, Block 1 Perkins 5th Addition	Deck Residential Add/Alter	Residential Deck	\$6,300.00 \$208.99
WI032589	4/24/2023	Kingman/James & Beverly 2414 6th St NE	95-137-0204 Block 3 Country Club Terrace	Reroofing Residential Add/Alter	Residential Reroof	\$21,000.00 \$40.50
WI032591	4/19/2023	Ogdahl/Anthony J & Bonnie 912 Walnut Pl SW	95-600-0330 Lot 3, Block 3 Orchard Hill, Nursery Add	Reroofing Residential Add/Alter	Residential Reroof	\$25,363.00 \$42.68
WI032592	4/19/2023	Schwab/Roger N & Elaine K 2317 Gorton Ave NW	95-380-0100 Block 1 Hummel's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$14,001.00 \$37.00
WI032593	4/20/2023	Parker/James & Ilene 1405 7th St SW	95-750-0380 Sub-Div. N1/2 Of Ne1/4	Alteration Residential Add/Alter	Installation of larger overhead door in garage, installation of new overhead door in back of garage	\$1,000.00 \$58.34
WI032594	4/19/2023	Gustafson/Paul R 800 Irene Ave SE	95-662-0050 Lot 5, Block 1 Perkins 2nd Addition	Alteration Residential Add/Alter	Installation and framing of new window	\$800.00 \$37.56

City of Willmar

Monthly External Permits Report

Permit #	Issued Date	Owner and Site Address	Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032595	4/20/2023	Aehi LLC 505 15th Ave SW	95-700-0440 Block 3 Scandia Terrace Addition	Drainage system Commercial Add/Alter	Drainage system with sump pump system	\$34,498.00 \$457.00
WI032596	4/25/2023	Kienitz/Wendell 624 5th St SW	95-006-2050 Lot 7, Block 71 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00 \$2.50
WI032597	4/25/2023	Keivo Properties LLC 412 24th Ave SW	95-680-0790 Lot 9, Block 4 Portland Acres	Reroofing Residential Add/Alter	Residential Reroof & Siding	\$10,000.00 \$85.00
WI032598	4/27/2023	Breems/Marlin & Kerry 1120 3rd St SW	95-280-1460 Block 8 Hanson`s Addition To Willmar	Drainage system Residential Add/Alter	Interior drainage system, sump basket and pump	\$7,680.00 \$141.09
WI032600	4/25/2023	Johnson/Aaron L & Elizabeth F 2601 8th St SW	95-683-0410 Block 4 Portland Acres 3rd Addition	Deck Residential Add/Alter	Residential Deck	\$4,000.00 \$145.96
WI032601	4/27/2023	Lopez/Licida C Soto/& David 1005 Irene Ave SE	95-665-0020 Lot 2, Block 1 Perkins 5th Addition	Single Family Replace	Gas Furnace Replacement	\$4,424.00 \$31.00
WI032602	4/21/2023	Torkelson/Elverd & Judith 1420 18th St SW	95-861-0330 Lot 3, Block 3 West Park 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00 \$35.00
WI032603	4/24/2023	Aguirre/Virgilio/Jr/& Maria 1400 19th Ave SE	95-143-0170 Lot 7, Block 1 Dana Heights	Reroofing Residential Add/Alter	Residential Reroof	\$17,518.00 \$38.76
WI032604	4/25/2023	Swanson/V/& A N Sussenguth 1021 Willmar Ave SW	95-612-0010 Lot 1, Block 1 Palm`s Second Addition	Reroofing Residential Add/Alter	Residential Reroof	\$3,300.00 \$31.65
WI032605	4/25/2023	Hagemeyer/Ryan & Sarah 1700 Country Club Dr NE	95-467-0030 Lot 3, Block 1	Reroofing Residential Add/Alter	Residential Reroof	\$18,106.00 \$39.05
WI032606	4/25/2023	Nelson/Casey T 2405 9th St SW	95-867-0100 Lot 10, Block 1 West Portland Acres	Reroofing Residential Add/Alter	Residential Reroof	\$9,374.00 \$34.69

Issued Dates: 4/1/2023 to 4/30/2023
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 5/2/2023
 Page: 10

Permit #	Issued Date	Owner and Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI032607	4/25/2023	Schultz/Scott/&Dawn Krenz 2208 6th Ave SE	95-668-0540 Lot 14, Block 3 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$8,285.00	\$34.14
WI032608	4/25/2023	May/Daniel A & Jill S 719 23rd St SE	95-668-2440 Lot 4, Block 3 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$10,018.00	\$35.01
WI032609	4/25/2023	Pappenfus/Christopher &Allison 3412 Eagle Ridge Dr E	95-148-0470 Lot 5, Block 3 Eagles Landing	Reroofing Residential Add/Alter	Residential Reroof	\$11,815.00	\$35.91
WI032611	4/25/2023	Davis/Christopher & VICKI L 2007 10th St SW	95-132-0180 Lot 12, Block 2 Chief Addition	Reroofing Residential Add/Alter	Residential Reroof	\$6,000.00	\$33.00
WI032612	4/25/2023	Cofer/Joel N & Sandra R 1200 7th St SW	95-780-0010 Block 1 Sunnyside	Reroofing Residential Add/Alter	Residential Reroof	\$4,000.00	\$32.00
WI032613	4/25/2023	Jennie-O Turkey Store Inc 2505 Willmar Ave SW	95-921-5850	Reroofing Industrial Add/Alter	Commercial Reroof	\$567,965.00	\$3,460.23
WI032616	4/25/2023	Ditmarson/David & Linda R E 624 11th St SW	95-006-5560 Block 99 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$7,500.00	\$33.75
WI032618	4/27/2023	Hanson/Darin J 1504 7th St SW	95-664-0680 Block 4 Perkins 4th Addition	Reroofing Residential Add/Alter	Residential Reroof	\$21,151.00	\$40.58
WI032619	4/27/2023	Mehr Rental Properties, LLC 1007 15th St SW	95-080-0330 Lot 3, Block 3 Bon-Van Acres	Reroofing Residential Add/Alter	Residential Reroof	\$5,000.00	\$32.50

Count: 114	Totals:	\$4,579,777.00	\$40,641.48
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Year-to-Date Summary (1/1/2023 through 4/30/2023)

Count: 243	YTD Totals:	\$10,497,918.00	\$97,709.52
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City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Carol Cunningham, Assistant Finance Director
Ordinance:	No	Presented By:	Carol Cunningham, Assistant Finance Director
Item:	Willmar Financial Reports as of April 30, 2023		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Revenue as of April 30, 2023
2. Expenditures as of April 30, 2023

Revenue as of April 30, 2023

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----		-----	-----	-----	-----	-----	-----	---
101	GENERAL FUND							
31311	GENERAL PROPERTY TAXES	8,526,561.00	8,526,561.00	0.00	80,582.00	8,445,979.00	0	
32330	LICENSES AND PERMITS	495,310.00	495,310.00	47,535.34	160,301.52	335,008.48	32	---
33340	INTERGOVERNMENTAL	6,211,046.00	6,211,046.00	950.30	173,019.80	6,038,026.20	2	
34350	SERVICE CHARGES	1,007,651.00	1,007,651.00	100,510.72	270,905.29	736,745.71	26	--
35349	FINES AND FORFEITS	100,000.00	100,000.00	12,261.94	32,291.34	67,708.66	32	---
36320	SPECIAL ASSESSMENTS	1,700.00	1,700.00	0.00	0.00	1,700.00	0	
38351	MISCELLANEOUS REVENUE	851,324.00	851,324.00	209,364.88	724,636.61	126,687.39	85	-----
39355	OTHER FINANCING SOURCES	2,524,792.00	2,524,792.00	1,500.00	538,210.50	1,986,581.50	21	--
TOTAL: GENERAL FUND		19,718,384.00	19,718,384.00	372,123.18	1,979,947.06	17,738,436.94	10	-

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
		-----	-----	-----	-----	-----	---		
205	INDUSTRIAL DEVELOPMENT								
32330	LICENSES AND PERMITS	100.00	100.00	0.00	0.00	100.00	0		
34350	SERVICE CHARGES	30,000.00	30,000.00	0.00	50,149.98	20,149.98-	167	-----	!!!!
38351	MISCELLANEOUS REVENUE	6,000.00	6,000.00	33,072.75	427,954.53	421,954.53-	7132	-----	!!!!
TOTAL: INDUSTRIAL DEVELOPMENT		36,100.00	36,100.00	33,072.75	478,104.51	442,004.51-	1324	-----	!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
		-----	-----	-----	-----	-----	---
208	CONVENTION & VISITORS BUREAU						
31311	GENERAL PROPERTY TAXES	240,000.00	240,000.00	26,996.35	58,963.53	181,036.47	24 --
33340	INTERGOVERNMENTAL	59,000.00	59,000.00	0.00	8,500.00	50,500.00	14 -
34350	SERVICE CHARGES	13,000.00	13,000.00	0.00	565.00	12,435.00	4
38351	MISCELLANEOUS REVENUE	1,000.00	1,000.00	5,394.38	6,052.56	5,052.56-	605 -----!!!!
TOTAL:	CONVENTION & VISITORS BUREAU	313,000.00	313,000.00	32,390.73	74,081.09	238,918.91	23 --

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
212	COMMUNITY DEVELOPMENT								
33340	INTERGOVERNMENTAL	0.00	0.00	10,486.30	10,486.30	10,486.30-	9999	-----	!!!!
38351	MISCELLANEOUS REVENUE	875.00	875.00	0.00	0.00	875.00	0		
TOTAL: COMMUNITY DEVELOPMENT		875.00	875.00	10,486.30	10,486.30	9,611.30-	1198	-----	!!!!

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
		-----	-----	-----	-----	-----	---	
220	LOCAL OPTION SALES TAX							
31311	GENERAL PROPERTY TAXES	2,376,000.00	2,376,000.00	202,363.31	366,055.86	2,009,944.14	15	-
38351	MISCELLANEOUS REVENUE	24,000.00	24,000.00	82,256.26	92,297.95	68,297.95-	384	-----!!!!
TOTAL: LOCAL OPTION SALES TAX		2,400,000.00	2,400,000.00	284,619.57	458,353.81	1,941,646.19	19	-

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
		-----	-----	-----	-----	-----	---	
230	WILLMAR MUNICIPAL AIRPORT							
33340	INTERGOVERNMENTAL	56,837.00	56,837.00	0.00	0.00	56,837.00	0	
34350	SERVICE CHARGES	97,000.00	97,000.00	12,153.56	58,728.20	38,271.80	60	-----
38351	MISCELLANEOUS REVENUE	500.00	500.00	5,465.33	6,132.41	5,632.41	- 1226	-----!!!!
39355	OTHER FINANCING SOURCES	200,000.00	200,000.00	0.00	0.00	200,000.00	0	
TOTAL: WILLMAR MUNICIPAL AIRPORT		354,337.00	354,337.00	17,618.89	64,860.61	289,476.39	18	-

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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235	WILLMAR MAIN STREET								
33340	INTERGOVERNMENTAL	0.00	0.00	161,862.66	161,862.66	161,862.66-	9999	-----	!!!!
34350	SERVICE CHARGES	0.00	0.00	0.00	144.00	144.00-	9999	-----	!!!!
38351	MISCELLANEOUS REVENUE	4,000.00	4,000.00	0.00	0.00	4,000.00	0		
39355	OTHER FINANCING SOURCES	32,500.00	32,500.00	0.00	0.00	32,500.00	0		
TOTAL: WILLMAR MAIN STREET		36,500.00	36,500.00	161,862.66	162,006.66	125,506.66-	443	-----	!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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295	COMMUNITY INVESTMENT							
36320	SPECIAL ASSESSMENTS	7,000.00	7,000.00	872.32	19,688.34	12,688.34-	281	-----!!!!
38351	MISCELLANEOUS REVENUE	160,000.00	160,000.00	177,927.57	200,037.39	40,037.39-	125	-----!!
39355	OTHER FINANCING SOURCES	433,000.00	433,000.00	0.00	0.00	433,000.00	0	
TOTAL:	COMMUNITY INVESTMENT	600,000.00	600,000.00	178,799.89	219,725.73	380,274.27	36	---

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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296	PUBLIC WORKS RESERVE						
38351	MISCELLANEOUS REVENUE	2,000.00	2,000.00	0.00	0.00	2,000.00	0
39355	OTHER FINANCING SOURCES	435,000.00	435,000.00	0.00	0.00	435,000.00	0
TOTAL: PUBLIC WORKS RESERVE		437,000.00	437,000.00	0.00	0.00	437,000.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
		-----	-----	-----	-----	-----	---	
300	D.S. - 2020 BOND							
36320	SPECIAL ASSESSMENTS	55,676.00	55,676.00	0.00	7,655.32	48,020.68	13	-
38351	MISCELLANEOUS REVENUE	0.00	0.00	0.00	102.32	102.32	- 9999	-----!!!!
39355	OTHER FINANCING SOURCES	135,209.00	135,209.00	0.00	0.00	135,209.00	0	
TOTAL: D.S. - 2020 BOND		190,885.00	190,885.00	0.00	7,757.64	183,127.36	4	

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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308	D.S. - CITY HALL							
31311	GENERAL PROPERTY TAXES	524,755.00	524,755.00	0.00	5,836.67	518,918.33	1	
38351	MISCELLANEOUS REVENUE	0.00	0.00	7,167.89	8,039.55	8,039.55-	9999	-----!!!!
TOTAL: D.S. - CITY HALL		524,755.00	524,755.00	7,167.89	13,876.22	510,878.78	2	

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
		-----	-----	-----	-----	-----	---
313	D.S. - 2013 BOND						
36320	SPECIAL ASSESSMENTS	65,355.00	65,355.00	0.00	0.00	65,355.00	0
39355	OTHER FINANCING SOURCES	74,340.00	74,340.00	0.00	0.00	74,340.00	0
TOTAL:	D.S. - 2013 BOND	139,695.00	139,695.00	0.00	0.00	139,695.00	0

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
		-----	-----	-----	-----	-----	---
314	D.S. - 2014 BOND						
36320	SPECIAL ASSESSMENTS	25,040.00	25,040.00	0.00	0.00	25,040.00	0
39355	OTHER FINANCING SOURCES	58,745.00	58,745.00	0.00	0.00	58,745.00	0
TOTAL:	D.S. - 2014 BOND	83,785.00	83,785.00	0.00	0.00	83,785.00	0

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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315	D.S. - 2015 BOND						
36320	SPECIAL ASSESSMENTS	22,401.00	22,401.00	556.80-	0.00	22,401.00	0
39355	OTHER FINANCING SOURCES	120,335.00	120,335.00	0.00	0.00	120,335.00	0
TOTAL: D.S. - 2015 BOND		142,736.00	142,736.00	556.80-	0.00	142,736.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
		-----	-----	-----	-----	-----	---	
316	D.S. - 2016 BOND							
36320	SPECIAL ASSESSMENTS	42,012.00	42,012.00	2,400.00	5,057.50	36,954.50	12	-
38351	MISCELLANEOUS REVENUE	0.00	0.00	8,091.62	9,323.25	9,323.25	- 9999	-----!!!!
39355	OTHER FINANCING SOURCES	77,882.00	77,882.00	0.00	0.00	77,882.00	0	
TOTAL: D.S. - 2016 BOND		119,894.00	119,894.00	10,491.62	14,380.75	105,513.25	11	-

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
		-----	-----	-----	-----	-----	---	
318	D.S. - 2018B BOND							
36320	SPECIAL ASSESSMENTS	50,138.00	50,138.00	0.00	4,298.81	45,839.19	8	
38351	MISCELLANEOUS REVENUE	0.00	0.00	0.00	197.87	197.87	- 9999	-----!!!!
39355	OTHER FINANCING SOURCES	277,013.00	277,013.00	0.00	0.00	277,013.00	0	
TOTAL: D.S. - 2018B BOND		327,151.00	327,151.00	0.00	4,496.68	322,654.32	1	

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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319	D.S. - 2019 BOND							
36320	SPECIAL ASSESSMENTS	127,388.00	127,388.00	0.00	5,130.25	122,257.75	4	
38351	MISCELLANEOUS REVENUE	0.00	0.00	0.00	632.00	632.00	- 9999	-----!!!!
39355	OTHER FINANCING SOURCES	350,082.00	350,082.00	0.00	0.00	350,082.00	0	
TOTAL: D.S. - 2019 BOND		477,470.00	477,470.00	0.00	5,762.25	471,707.75	1	

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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320	LOCAL OPTION SALES TAX DEBT						
39355	OTHER FINANCING SOURCES	1,788,439.00	1,788,439.00	0.00	0.00	1,788,439.00	0
TOTAL: LOCAL OPTION SALES TAX DEBT		1,788,439.00	1,788,439.00	0.00	0.00	1,788,439.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
321	D.S. - 2021B BOND							
36320	SPECIAL ASSESSMENTS	87,269.00	87,269.00	0.00	12,366.76	74,902.24	14 -	
38351	MISCELLANEOUS REVENUE	0.00	0.00	0.00	149.74	149.74	- 9999	-----!!!!
39355	OTHER FINANCING SOURCES	231,242.00	231,242.00	0.00	0.00	231,242.00	0	
TOTAL:	D.S. - 2021B BOND	318,511.00	318,511.00	0.00	12,516.50	305,994.50	3	

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
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322	D.S. - 2022A BOND								
31311	GENERAL PROPERTY TAXES	0.00	0.00	0.00	3,891.06	3,891.06-	9999	-----	!!!!
36320	SPECIAL ASSESSMENTS	0.00	0.00	0.00	13,712.53	13,712.53-	9999	-----	!!!!
TOTAL: D.S. - 2022A BOND		0.00	0.00	0.00	17,603.59	17,603.59-	9999	-----	!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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338	D.S.-R22 REFRIGERATION 2018A						
39355	OTHER FINANCING SOURCES	66,586.00	66,586.00	0.00	0.00	66,586.00	0
TOTAL: D.S.-R22 REFRIGERATION 2018A		66,586.00	66,586.00	0.00	0.00	66,586.00	0

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
		-----	-----	-----	-----	-----	-----	---
369	T.I. PROJECTS							
31311	GENERAL PROPERTY TAXES	49,000.00	49,000.00		0.00	0.00	49,000.00	0
TOTAL: T.I. PROJECTS		49,000.00	49,000.00		0.00	0.00	49,000.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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373	T.I. (JH LLC)						
31311	GENERAL PROPERTY TAXES	97,742.00	97,742.00	0.00	0.00	97,742.00	0
TOTAL: T.I. (JH LLC)		97,742.00	97,742.00	0.00	0.00	97,742.00	0

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----		-----	-----	-----	-----	-----	-----	---
374	T.I. (GM DEVELOPMENT)							
31311	GENERAL PROPERTY TAXES	24,732.00	24,732.00		0.00	0.00	24,732.00	0
TOTAL: T.I. (GM DEVELOPMENT)		24,732.00	24,732.00		0.00	0.00	24,732.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----		-----	-----	-----	-----	-----	-----	---
375	T.I. (LEGACY ON FIRST)							
31311	GENERAL PROPERTY TAXES	15,435.00	15,435.00		0.00	0.00	15,435.00	0
TOTAL: T.I. (LEGACY ON FIRST)		15,435.00	15,435.00		0.00	0.00	15,435.00	0

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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376	T.I. (15TH STREET FLATS)						
31311	GENERAL PROPERTY TAXES	37,856.00	37,856.00	0.00	0.00	37,856.00	0
TOTAL: T.I. (15TH STREET FLATS)		37,856.00	37,856.00	0.00	0.00	37,856.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
		-----	-----	-----	-----	-----	---	
397	D.S. - 2017 BOND							
36320	SPECIAL ASSESSMENTS	31,341.00	31,341.00	0.00	843.20	30,497.80	2	
38351	MISCELLANEOUS REVENUE	0.00	0.00	5,747.61	6,682.97	6,682.97	- 9999	-----!!!!
39355	OTHER FINANCING SOURCES	53,335.00	53,335.00	0.00	0.00	53,335.00	0	
TOTAL: D.S. - 2017 BOND		84,676.00	84,676.00	5,747.61	7,526.17	77,149.83	8	

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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419	S.A.B.F. - #2019								
38351	MISCELLANEOUS REVENUE	0.00	0.00	22,569.25	25,326.52	25,326.52	- 9999	-----	!!!!
TOTAL: S.A.B.F. - #2019		0.00	0.00	22,569.25	25,326.52	25,326.52	- 9999	-----	!!!!

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
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420	LOCAL OPT SALES TAX PROJECTS								
38351	MISCELLANEOUS REVENUE	0.00	0.00	16,252.64	18,236.07	18,236.07	- 9999	-----	!!!!
39355	OTHER FINANCING SOURCES	1,150,000.00	1,150,000.00	0.00	0.00	1,150,000.00	0		
TOTAL: LOCAL OPT SALES TAX PROJECTS		1,150,000.00	1,150,000.00	16,252.64	18,236.07	1,131,763.93	1		

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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423	S.A.B.F. - 2023A						
33340	INTERGOVERNMENTAL	0.00	4,200,000.00	0.00	0.00	4,200,000.00	0
36320	SPECIAL ASSESSMENTS	0.00	1,623,260.00	0.00	0.00	1,623,260.00	0
39355	OTHER FINANCING SOURCES	0.00	50,837,768.00	0.00	0.00	50,837,768.00	0
TOTAL: S.A.B.F. - 2023A		0.00	56,661,028.00	0.00	0.00	56,661,028.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----		-----	-----	-----	-----	-----	-----	---
432	C.P. - WASTE TREATMENT							
39355	OTHER FINANCING SOURCES	2,270,000.00	2,270,000.00		0.00	0.00	2,270,000.00	0
TOTAL: C.P. - WASTE TREATMENT		2,270,000.00	2,270,000.00		0.00	0.00	2,270,000.00	0

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----		-----	-----	-----	-----	-----	-----	---
450	CAPITAL IMPROVEMENT FUND							
39355	OTHER FINANCING SOURCES	1,889,600.00	1,889,600.00		0.00	0.00	1,889,600.00	0
TOTAL: CAPITAL IMPROVEMENT FUND		1,889,600.00	1,889,600.00		0.00	0.00	1,889,600.00	0

Revenue Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
		-----	-----	-----	-----	-----	---
651	WASTE TREATMENT						
33340	INTERGOVERNMENTAL	78,500.00	78,500.00	191.78	5,514.45	72,985.55	7
34350	SERVICE CHARGES	10,101,000.00	10,101,000.00	743,444.33	2,290,858.31	7,810,141.69	22 --
38351	MISCELLANEOUS REVENUE	84,000.00	84,000.00	261,106.04	338,155.80	254,155.80-	402 -----!!!!
TOTAL: WASTE TREATMENT		10,263,500.00	10,263,500.00	1,004,742.15	2,634,528.56	7,628,971.44	25 --

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
-----		-----	-----	-----	-----	-----	---		
800	LAW ENFORCEMENT FORFEITURE								
38351	MISCELLANEOUS REVENUE	0.00	0.00	1.20	5.17	5.17-	9999	-----	!!!!
TOTAL: LAW ENFORCEMENT FORFEITURE		0.00	0.00	1.20	5.17	5.17-	9999	-----	!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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802	LAW ENFORCEMENT EXPLORER FD								
39355	OTHER FINANCING SOURCES	0.00	0.00		0.00	1,150.00	1,150.00-	9999	-----!!!!
TOTAL: LAW ENFORCEMENT EXPLORER FD		0.00	0.00		0.00	1,150.00	1,150.00-	9999	-----!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT		
-----		-----	-----	-----	-----	-----	---		
804	FIRE DEPT EXPLORER FUND								
39355	OTHER FINANCING SOURCES	0.00	0.00	0.00	150.00	150.00-	9999	-----	!!!!
TOTAL: FIRE DEPT EXPLORER FUND		0.00	0.00	0.00	150.00	150.00-	9999	-----	!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
-----		-----	-----	-----	-----	-----	-----	---	
811	TRUST & AGENCY								
38351	MISCELLANEOUS REVENUE	0.00	0.00	427.12	480.50	480.50	- 9999	-----	!!!!
TOTAL: TRUST & AGENCY		0.00	0.00	427.12	480.50	480.50	- 9999	-----	!!!!

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
-----		-----	-----	-----	-----	-----	---	
812	FIRE INSURANCE ESCROW/TRUST							
34350	SERVICE CHARGES	0.00	0.00	0.00	15,600.00	15,600.00-	9999	-----!!!!
TOTAL: FIRE INSURANCE ESCROW/TRUST		0.00	0.00	0.00	15,600.00	15,600.00-	9999	-----!!!!

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
-----		-----	-----	-----	-----	-----	-----	---	
899	DONATION FUND (AGENCY)								
34350	SERVICE CHARGES	0.00	0.00	2,500.00	5,550.00	5,550.00	- 9999	-----	!!!!
TOTAL: DONATION FUND (AGENCY)		0.00	0.00	2,500.00	5,550.00	5,550.00	- 9999	-----	!!!!

Revenue Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

	ADOPTED BUDGET	REVISED BUDGET	ANNUAL ACT AND IN PROCESS	MTD POSTED AND IN PROCESS	YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
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GRAND TOTAL	43,958,644.00	100,619,672.00	2,160,316.65	6,232,512.39	94,387,159.61	6	

TOTAL NUMBER OF RECORDS PRINTED 267

Expenditures as of April 30, 2023

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
101	GENERAL FUND							
41400	CITY ADMINISTRATOR	572,053.00	0.00	30,194.46	129,290.96	442,762.04	22 --	
41401	MAYOR AND COUNCIL	224,100.00	0.00	9,511.03	110,311.57	113,788.43	49 ----	
41402	PLANNING & DEVELOP. SERVICES	797,675.00	0.00	19,945.18	246,786.71	550,888.29	30 ---	
41403	CITY CLERK	246,111.00	0.00	7,990.95	73,546.11	172,564.89	29 --	
41404	ASSESSING	134,938.00	0.00	0.00	0.00	134,938.00	0	
41405	FINANCE DEPARTMENT	641,539.00	0.00	15,901.67	147,902.31	493,636.69	23 --	
41406	LEGAL	300,000.00	0.00	57,163.09	94,283.23	205,716.77	31 ---	
41408	CITY HALL	166,058.00	0.00	17,119.83	59,450.99	106,607.01	35 ---	
41409	INFORMATION TECHNOLOGY	762,060.00	0.00	94,557.05	287,854.35	474,205.65	37 ---	
41410	OFFICE SERVICES	31,800.00	0.00	408.65	5,586.22	26,213.78	17 -	
41420	HUMAN RESOURCES	227,849.00	0.00	4,565.25	44,486.37	183,362.63	19 -	
41424	ELECTIONS	37,781.00	0.00	589.07-	1,792.28	35,988.72	4	
41428	NON-DEPARTMENTAL	714,968.00	0.00	35,686.42	164,941.57	550,026.43	23 --	
42411	POLICE DEPARTMENT	5,404,330.00	0.00	173,402.09	1,875,990.05	3,528,339.95	34 ---	
42412	FIRE PROTECTION	1,012,641.00	0.00	24,789.12	244,391.58	768,249.42	24 --	
42428	NON-DEPARTMENTAL	18,500.00	0.00	8,946.54	10,092.94	8,407.06	54 -----	
43001	TRANSIT SYSTEM	20,000.00	0.00	0.00	20,000.00	0.00	100 -----	
43417	ENGINEERING	871,658.00	0.00	19,706.77	80,901.86	790,756.14	9	
43418	STORM WATER	82,200.00	0.00	100.00	2,210.47	79,989.53	2	
43425	PUBLIC WORKS	3,382,720.00	0.00	139,170.32	960,176.33	2,422,543.67	28 --	
43428	NON-DEPARTMENTAL	1,000.00	0.00	0.00	0.00	1,000.00	0	
45001	W.R.A.C.	130,712.00	0.00	3,201.94	39,875.51	90,836.49	30 ---	
45426	LIBRARY	568,825.00	0.00	0.00	216,086.71	352,738.29	37 ---	
45427	AUDITORIUM	176,500.00	0.00	5,200.91	23,676.57	152,823.43	13 -	
45428	NON-DEPARTMENTAL	100,000.00	0.00	0.00	0.00	100,000.00	0	
45432	PARKS & RECREATION	896,281.00	0.00	62,524.13	239,263.35	657,017.65	26 --	
45433	CIVIC CENTER	823,911.00	0.00	58,535.43	309,756.12	514,154.88	37 ---	
45435	COMMUNITY CENTER	260,194.00	0.00	10,591.86	69,157.50	191,036.50	26 --	
45437	AQUATIC CENTER	311,035.00	0.00	2,039.73	9,319.14	301,715.86	2	
45506	LOST-RECREATION/EVENT CENTER	188,500.00	0.00	8,896.00	19,007.24	169,492.76	10 -	
49429	TRANSFERS	1,956,186.00	0.00	0.00	0.00	1,956,186.00	0	
TOTAL:	GENERAL FUND	21,062,125.00	0.00	809,559.35	5,486,138.04	15,575,986.96	26 --	

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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205	INDUSTRIAL DEVELOPMENT						
41402	PLANNING & DEVELOP. SERVICES	0.00	0.00	0.00	9,527.20	9,527.20-	9999 -----!!!!
TOTAL: INDUSTRIAL DEVELOPMENT		0.00	0.00	0.00	9,527.20	9,527.20-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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208	CONVENTION & VISITORS BUREAU							
45005	CONV. & VISITOR'S BUREAU	202,750.00	0.00	16,593.35	51,883.83	150,866.17	25 --	
45006	TOURISM	38,000.00	0.00	4,194.43	17,290.49	20,709.51	45 ----	
45007	AD DEVELOPMENT & REVISIONS	500.00	0.00	0.00	0.00	500.00	0	
45008	CONFERENCE & CONVENTION	35,000.00	0.00	1,729.48	2,201.27	32,798.73	6	
45010	LEISURE TRAVEL	41,000.00	0.00	3,009.36	15,430.48	25,569.52	37 ---	
45011	SPORTS PROMOTIONS	10,000.00	0.00	0.00	1,202.68	8,797.32	12 -	
45012	GFO/MARKETING	0.00	0.00	701.28	701.28	701.28	- 9999	-----!!!!
45013	SPECIAL PROJECTS	8,000.00	0.00	0.00	0.00	8,000.00	0	
45014	VISITOR GUIDE	14,000.00	0.00	0.00	0.00	14,000.00	0	
45015	STRATEGIC MARKETING	14,000.00	0.00	0.00	0.00	14,000.00	0	
TOTAL:	CONVENTION & VISITORS BUREAU	363,250.00	0.00	26,227.90	88,710.03	274,539.97	24 --	

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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212	COMMUNITY DEVELOPMENT						
46441	HOUSING PROGRAMS	0.00	0.00	10,486.30	20,162.80	20,162.80-	9999 -----!!!!
TOTAL: COMMUNITY DEVELOPMENT		0.00	0.00	10,486.30	20,162.80	20,162.80-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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219	CORONAVIRUS RELIEF FUND						
41409		972,000.00	0.00	283,389.50	340,403.08	631,596.92	35 ---
42412	FIRE PROTECTION	0.00	0.00	0.00	1,447.00	1,447.00-	9999 -----!!!!
TOTAL: CORONAVIRUS RELIEF FUND		972,000.00	0.00	283,389.50	341,850.08	630,149.92	35 ---

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING		
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT	
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220	LOCAL OPTION SALES TAX							
45501	LOST-COMMUNITY CTR REPLACMNT	0.00	0.00	158.78	147.49	147.49-	9999	-----!!!!
45502	LOST-NEW ATHLETIC FIELDS	0.00	0.00	476.35	442.48	442.48-	9999	-----!!!!
45503	LOST-ROBBINS ISLAND INFRASTR	0.00	0.00	238.17	221.24	221.24-	9999	-----!!!!
45504	LOST-SWANSSON FIELD AMENITIE	0.00	0.00	158.78	147.49	147.49-	9999	-----!!!!
45505	LOST-STORMWATER MGMT INFRAST	1,030,391.00	0.00	555.74	516.23	1,029,874.77	0	
45506	LOST-RECREATION/EVENT CENTER	0.00	0.00	793.91	737.47	737.47-	9999	-----!!!!
TOTAL:	LOCAL OPTION SALES TAX	1,030,391.00	0.00	2,381.73	2,212.40	1,028,178.60	0	

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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230	WILLMAR MUNICIPAL AIRPORT						
43430	AIRPORT	0.00	0.00	3,571.50	38,088.54	38,088.54-	9999 -----!!!!
TOTAL: WILLMAR MUNICIPAL AIRPORT		0.00	0.00	3,571.50	38,088.54	38,088.54-	9999 -----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
235	WILLMAR MAIN STREET						
41402	PLANNING & DEVELOP. SERVICES	0.00	0.00	1,671.97	10,461.62	10,461.62-	9999 -----!!!!
TOTAL: WILLMAR MAIN STREET		0.00	0.00	1,671.97	10,461.62	10,461.62-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
295	COMMUNITY INVESTMENT						
47100	SPECIAL ASSESSMENT BONDS	0.00	0.00	0.00	246.26	246.26-	9999 -----!!!!
TOTAL: COMMUNITY INVESTMENT		0.00	0.00	0.00	246.26	246.26-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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300	D.S. - 2020 BOND						
47100	SPECIAL ASSESSMENT BONDS	215,593.00	0.00	0.00	201,610.00	13,983.00	93 -----
TOTAL: D.S. - 2020 BOND		215,593.00	0.00	0.00	201,610.00	13,983.00	93 -----

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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316	D.S. - 2016 BOND						
47100	SPECIAL ASSESSMENT BONDS	182,363.00	0.00	0.00	173,700.00	8,663.00	95 -----
TOTAL: D.S. - 2016 BOND		182,363.00	0.00	0.00	173,700.00	8,663.00	95 -----

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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318	D.S. - 2018B BOND						
47100	SPECIAL ASSESSMENT BONDS	338,725.00	0.00	0.00	311,662.50	27,062.50	92 -----
TOTAL: D.S. - 2018B BOND		338,725.00	0.00	0.00	311,662.50	27,062.50	92 -----

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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319	D.S. - 2019 BOND						
47100	SPECIAL ASSESSMENT BONDS	534,525.00	0.00	0.00	494,850.00	39,675.00	92 -----
TOTAL: D.S. - 2019 BOND		534,525.00	0.00	0.00	494,850.00	39,675.00	92 -----

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
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320	LOCAL OPTION SALES TAX DEBT							
45502	LOST-NEW ATHLETIC FIELDS	510,141.00	0.00	0.00	411,803.12	98,337.88	80	-----
45503	LOST-ROBBINS ISLAND INFRASTR	257,750.00	0.00	0.00	226,175.00	31,575.00	87	-----
45504	LOST-SWANSSON FIELD AMENITIE	170,313.00	0.00	0.00	149,206.25	21,106.75	87	-----
45506	LOST-RECREATION/EVENT CENTER	850,235.00	0.00	0.00	686,271.88	163,963.12	80	-----
TOTAL:	LOCAL OPTION SALES TAX DEBT	1,788,439.00	0.00	0.00	1,473,456.25	314,982.75	82	-----

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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321	D.S. - 2021B BOND						
47100	SPECIAL ASSESSMENT BONDS	321,125.00	0.00	0.00	260,700.00	60,425.00	81 -----
TOTAL: D.S. - 2021B BOND		321,125.00	0.00	0.00	260,700.00	60,425.00	81 -----

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
322	D.S. - 2022A BOND						
47100	SPECIAL ASSESSMENT BONDS	176,955.00	0.00	0.00	200.00	176,755.00	0
TOTAL: D.S. - 2022A BOND		176,955.00	0.00	0.00	200.00	176,755.00	0

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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338	D.S.-R22 REFRIGERATION 2018A						
47200	G.O. BONDS	196,193.00	0.00	0.00	159,196.25	36,996.75	81 -----
TOTAL: D.S.-R22 REFRIGERATION 2018A		196,193.00	0.00	0.00	159,196.25	36,996.75	81 -----

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
369	T.I. PROJECTS						
47310	JENNIE-O FOODS INC	49,000.00	0.00	0.00	0.00	49,000.00	0
TOTAL: T.I. PROJECTS		49,000.00	0.00	0.00	0.00	49,000.00	0

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
373	T.I. (JH LLC)						
47318	JH LLC TAX INCREMENT	97,742.00	0.00	0.00	0.00	97,742.00	0
TOTAL: T.I. (JH LLC)		97,742.00	0.00	0.00	0.00	97,742.00	0

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
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374	T.I. (GM DEVELOPMENT)						
47319	GM DEVELOPMENT (TAX INCREM)	24,732.00	0.00	0.00	0.00	24,732.00	0
TOTAL: T.I. (GM DEVELOPMENT)		24,732.00	0.00	0.00	0.00	24,732.00	0

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
375	T.I. (LEGACY ON FIRST)						
47320	LEGACY ON FIRST (TAX INCREM)	15,435.00	0.00	0.00	0.00	15,435.00	0
TOTAL: T.I. (LEGACY ON FIRST)		15,435.00	0.00	0.00	0.00	15,435.00	0

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
376	T.I. (15TH STREET FLATS)						
47321	15TH STREET FLATS (TAX INCR)	37,856.00	0.00	0.00	0.00	37,856.00	0
TOTAL: T.I. (15TH STREET FLATS)		37,856.00	0.00	0.00	0.00	37,856.00	0

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
378	T.I. (BLOCK 25 HSG LOFTS)						
47323	BLOCK 25 HSG LOFTS (TAX INCR	0.00	0.00	0.00	314,800.98	314,800.98-	9999 -----!!!!
TOTAL: T.I. (BLOCK 25 HSG LOFTS)		0.00	0.00	0.00	314,800.98	314,800.98-	9999 -----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
397	D.S. - 2017 BOND						
47100	SPECIAL ASSESSMENT BONDS	130,076.00	0.00	0.00	120,423.75	9,652.25	92 -----
TOTAL: D.S. - 2017 BOND		130,076.00	0.00	0.00	120,423.75	9,652.25	92 -----

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
405	EPITOPIX						
41402	PLANNING & DEVELOP. SERVICES	0.00	0.00	0.00	21,899.90	21,899.90-	9999 -----!!!!
TOTAL: EPITOPIX		0.00	0.00	0.00	21,899.90	21,899.90-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
-----		-----	-----	-----	-----	-----	---	
420	LOCAL OPT SALES TAX PROJECTS							
45502	LOST-NEW ATHLETIC FIELDS	0.00	0.00	0.00	209,962.68	209,962.68-	9999	-----!!!!
45503	LOST-ROBBINS ISLAND INFRASTR	0.00	0.00	0.00	66,231.24	66,231.24-	9999	-----!!!!
45504	LOST-SWANSSON FIELD AMENITIE	0.00	0.00	0.00	83,794.11	83,794.11-	9999	-----!!!!
45505	LOST-STORMWATER MGMT INFRAST	0.00	0.00	624.00	8,038.50	8,038.50-	9999	-----!!!!
45506	LOST-RECREATION/EVENT CENTER	0.00	0.00	0.00	387,507.19	387,507.19-	9999	-----!!!!
TOTAL:	LOCAL OPT SALES TAX PROJECTS	0.00	0.00	624.00	755,533.72	755,533.72-	9999	-----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
421	S.A.B.F. - #2021B						
48451	PROJECT #1	0.00	0.00	0.00	200.00	200.00-	9999 -----!!!!
48452	PROJECT #2	0.00	0.00	0.00	32,167.30	32,167.30-	9999 -----!!!!
TOTAL: S.A.B.F. - #2021B		0.00	0.00	0.00	32,367.30	32,367.30-	9999 -----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING		
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT	
-----		-----	-----	-----	-----	-----	---	
422	S.A.B.F. - 2022A							
48451	PROJECT #1	0.00	0.00	0.00	52,921.16	52,921.16-	9999	-----!!!!
48452	PROJECT #2	0.00	0.00	0.00	27,300.00	27,300.00-	9999	-----!!!!
48453	PROJECT #3	0.00	0.00	0.00	4,335.45	4,335.45-	9999	-----!!!!
48455	PROJECT #5	0.00	0.00	0.00	38,208.54	38,208.54-	9999	-----!!!!
48456	PROJECT #6	0.00	0.00	0.00	7,724.90	7,724.90-	9999	-----!!!!
48457	PROJECT #7	0.00	0.00	0.00	4,212.50	4,212.50-	9999	-----!!!!
48458	PROJECT #8	0.00	0.00	0.00	4,761.00	4,761.00-	9999	-----!!!!
TOTAL: S.A.B.F. - 2022A		0.00	0.00	0.00	139,463.55	139,463.55-	9999	-----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
423	S.A.B.F. - 2023A						
48451	PROJECT #1	21,026,866.00	0.00	356.20	206,131.20	20,820,734.80	0
48452	PROJECT #2	19,334,848.00	0.00	248,499.71	343,011.71	18,991,836.29	1
48453	PROJECT #3	4,914,954.00	0.00	29,298.42	126,481.92	4,788,472.08	2
48454	PROJECT #4	2,112,180.00	0.00	21,788.78	76,978.28	2,035,201.72	3
48455	PROJECT #5	9,272,180.00	0.00	26,597.06	145,656.56	9,126,523.44	1
TOTAL: S.A.B.F. - 2023A		56,661,028.00	0.00	326,540.17	898,259.67	55,762,768.33	1

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
430	C.P. - AIRPORT DEVELOPMENT						
43430	C.P.-AIRPORT DEVELOPMENT	0.00	0.00	800.00	8,850.00	8,850.00-	9999 -----!!!!
TOTAL: C.P. - AIRPORT DEVELOPMENT		0.00	0.00	800.00	8,850.00	8,850.00-	9999 -----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING		
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT	
-----		-----	-----	-----	-----	-----	---	
450	CAPITAL IMPROVEMENT FUND							
41402	PLANNING & DEVELOP. SERVICES	0.00	0.00	250,000.00	250,000.00	250,000.00-	9999	-----!!!!
42411	POLICE DEPARTMENT	228,000.00	0.00	0.00	20,194.23	207,805.77	8	
43425	PUBLIC WORKS	441,000.00	0.00	0.00	181,951.46	259,048.54	41	----
43430	C.P.-AIRPORT DEVELOPMENT	23,100.00	0.00	0.00	0.00	23,100.00	0	
45427	AUDITORIUM	640,000.00	0.00	0.00	0.00	640,000.00	0	
45432	PARKS & RECREATION	542,500.00	0.00	134,329.50	249,287.98	293,212.02	45	----
45433	CIVIC CENTER	15,000.00	0.00	0.00	17,507.01	2,507.01-	116	-----!
TOTAL: CAPITAL IMPROVEMENT FUND		1,889,600.00	0.00	384,329.50	718,940.68	1,170,659.32	38	---

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
651	WASTE TREATMENT						
48484	WTP TREATMENT-COMBINED	12,315,489.00	0.00	170,510.88	1,622,748.31	10,692,740.69	13 -
48485	WTP COLLECTIONS-COMBINED	5,764,431.00	0.00	25,963.22	92,952.29	5,671,478.71	1
48486	WTP BIOSOLIDS-COMBINED	399,105.00	0.00	17,611.50	18,838.90	380,266.10	4
48487	WTP EAGLE LAKE SYSTEM	54,650.00	0.00	2,562.59	10,899.26	43,750.74	19 -
TOTAL:	WASTE TREATMENT	18,533,675.00	0.00	216,648.19	1,745,438.76	16,788,236.24	9

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
800	LAW ENFORCEMENT FORFEITURE						
42411	POLICE DEPARTMENT	0.00	0.00	0.00	1,000.00	1,000.00-	9999 -----!!!!
TOTAL: LAW ENFORCEMENT FORFEITURE		0.00	0.00	0.00	1,000.00	1,000.00-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
803	COMM EMERGENCY RESPONSE TEAM						
42411	POLICE DEPARTMENT	0.00	0.00	528.12	528.12	528.12-	9999 -----!!!!
TOTAL: COMM EMERGENCY RESPONSE TEAM		0.00	0.00	528.12	528.12	528.12-	9999 -----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
804	FIRE DEPT EXPLORER FUND						
42412	FIRE PROTECTION	0.00	0.00	0.00	172.64	172.64-	9999 -----!!!!
TOTAL: FIRE DEPT EXPLORER FUND		0.00	0.00	0.00	172.64	172.64-	9999 -----!!!!

Expenditure Guideline

FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT
-----		-----	-----	-----	-----	-----	---
812	FIRE INSURANCE ESCROW/TRUST						
42412	FIRE PROTECTION	0.00	0.00	0.00	39,875.00	39,875.00-	9999 -----!!!!
TOTAL: FIRE INSURANCE ESCROW/TRUST		0.00	0.00	0.00	39,875.00	39,875.00-	9999 -----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING		
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT	
-----		-----	-----	-----	-----	-----	---	
899	DONATION FUND (AGENCY)							
42411	POLICE DEPARTMENT	0.00	0.00	0.00	1,150.00	1,150.00-	9999	-----!!!!
42412	FIRE PROTECTION	0.00	0.00	0.00	653.54	653.54-	9999	-----!!!!
45432	PARKS & RECREATION	0.00	0.00	0.00	2,000.00	2,000.00-	9999	-----!!!!
45435	COMMUNITY CENTER	0.00	0.00	0.00	9.92-	9.92	9999	-----!!!!
49429	TRANSFERS	0.00	0.00	1,500.00	4,000.00	4,000.00-	9999	-----!!!!
TOTAL: DONATION FUND (AGENCY)		0.00	0.00	1,500.00	7,793.62	7,793.62-	9999	-----!!!!

Expenditure Guideline
FOR THE PERIOD(S) JAN 01, 2023 THROUGH APR 30, 2023

	ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----	-----	-----	-----	-----	-----	---
GRAND TOTAL	104,620,828.00	0.00	2,068,258.23	13,878,119.66	90,742,708.34	13 -
TOTAL NUMBER OF RECORDS PRINTED	762					



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	9.A.
Agenda Section:	Public Hearing:	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	Yes	Presented By:	Guilhereme Motta
Item:	Olena Ave Rezone Public Hearing		

RECOMMENDED ACTION:

The staff is recommending to approve, assign a number, and to publish the ordinance.

OVERVIEW:

City staff are proposing to rezone 11 parcels located on 2nd Street SE between Olena Avenue and Willmar Avenue to address an omission from an amendment to the General Business district. Currently, these parcels are zoned as R-4, multi-family housing. Multi-family housing is allowed in the general business district through a Conditional Use Permit (CUP). There is no longer a need for R-4 within this corridor with this amendment. All affected parcels within this proposed rezoning could be reconstructed/ rebuilt under the new zoning, General Business.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Olena Ave Rezone
2. 2nd St. SE, Olena - Willmar Ave. SE

ORDINANCE NO.
AMENDING THE WILLMAR
ZONING ORDINANCE

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from R4(Medium Density Multi Family Residential) to GB (General Business):

1008 2nd St SE
Lot 3 Block 10
GLARUMS SECOND ADDITION

1014 2nd St SE
Lot 4 Block 10
GLARUMS SECOND ADDITION

1020 2nd St SE
Lot 5 Block 10
GLARUMS SECOND ADDITION

1026 2nd St SE
Lot 6 Block 10
GLARUMS SECOND ADDITION

1100 2nd St SE
Lot 0 Block 0

N.122.5', OF S.943.85', OF E.143', OF
W.326', OF SW1/4 OF SW1/4

1104 2nd St SE
Lot 0 Block 0

N.122.5', OF S.821.35', OF E.143', OF
W.326', OF SW1/4 OF SW1/4

1108 2nd St SE
Lot 0 Block 0

N.122.5', OF S.698.85', OF E.143', OF
W.326'. OF SW1/4 OF SW1/4

1112 2nd St SE
Lot 0 Block 0

**N.122.5', OF S.576.35', OF E.143' OF
W.326' OF SW1/4 OF SW1/4**

1116 2nd St SE
Lot 0 Block 0

**ALL OF THE E.178' OF THE W 361' OF THE N
210' OF S 453.85' OF SW1/4 OF SW1/4, SUB.**

1124 2nd St SE
Lot 0 Block 0

**THE E 178' OF W 361' OF THE S 243.85' OF
SW1/4 OF SW1/4.**

1017 1st St SE
Lot 0 Block 10
GLARUMS SECOND ADDITION

**ALL OF LOT 7, LOT 8 EXC THE W 7' THEREOF &
LOT 9 EXC THE W 6' THEREOF.**

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: Fagerlie

This Ordinance was introduced on: May 1, 2023

This Ordinance published on: May 6, 2023

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

Olena Ave SE

3rd St SE

4th St SE

95-914-2260

95-914-1510

95-914-1440

95-252-0080

11th Ave SE

2nd St SE

14

6th St SE

IND. SCHOOL DIST. #347

95-914-1600

Willmar Ave SE

23



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	9.B.
Agenda Section:	Public Hearing:	Originating Department:	Public Works
Resolution:	No	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Gary Manzer, Public Works Director
Item:	2023 Annual Stormwater Hearing		

RECOMMENDED ACTION:

Receive the Annual Stormwater Presentation for MS4 permitting.

OVERVIEW:

The Municipal Separate Storm Sewer System (MS4) General Permit program gives publicly owned stormwater infrastructure approval to discharge stormwater to lakes, streams, rivers and wetlands in Minnesota. One of the permit requirements is to facilitate public education and outreach in the community on reducing stormwater pollution. A public meeting for the Annual Stormwater Permit/Pollution Prevention Program has been called for the purpose of giving an update on the status of compliance with the MS4 permit conditions and implementation of the Stormwater Pollution Prevention Program (SWPPP). The primary goal of the MS4 General Permit is to improve water quality by reducing pollutants in stormwater discharges.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Annual Stormwater Public Meeting 2023

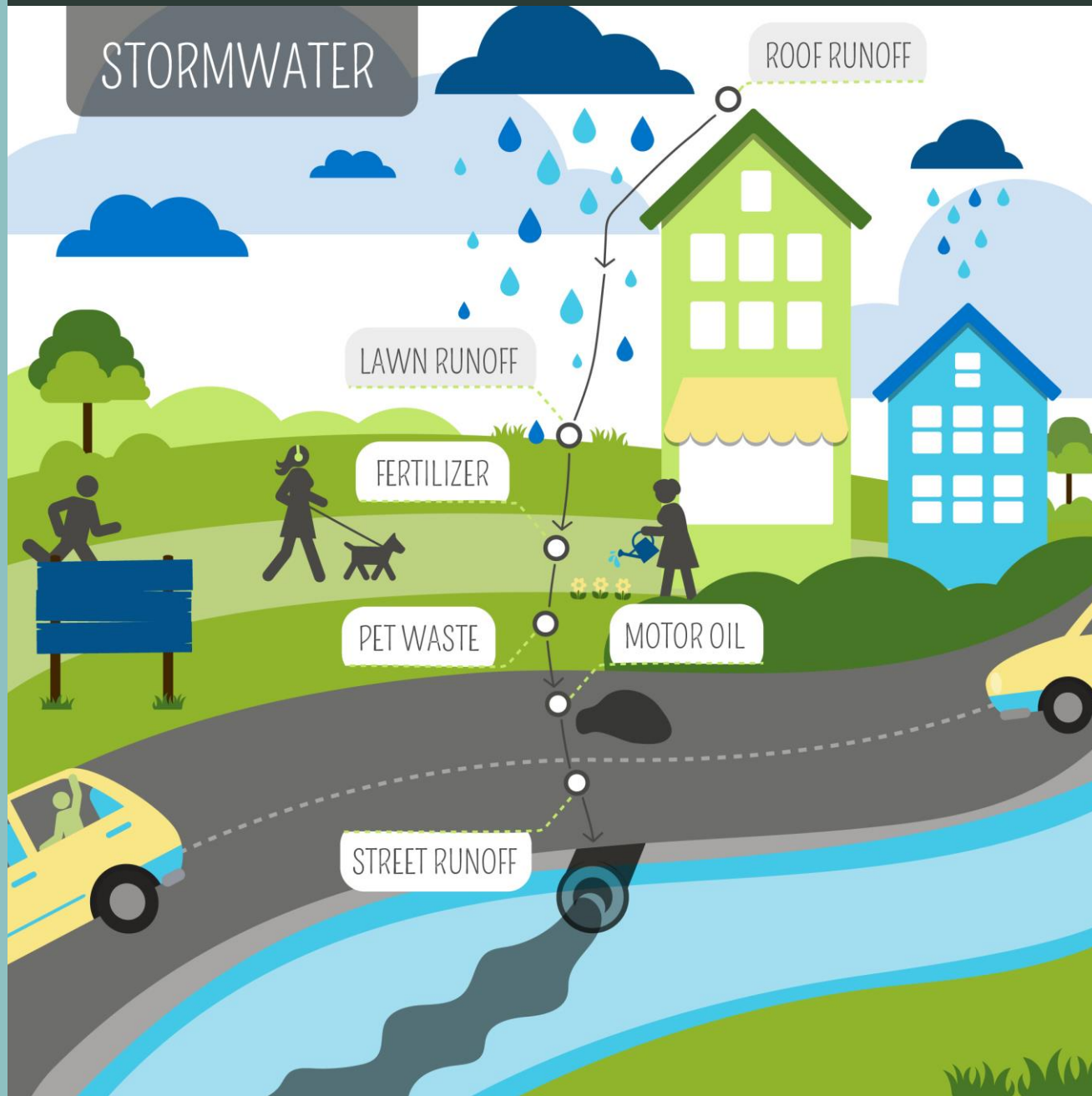
Annual Stormwater Public Meeting



What is an MS4?

- MS4 = Municipal Separate Storm Sewer System
- The system that is designed for collecting and conveying stormwater:
 - Comprised of streets, curbs, gutters, catch basins, ditches, man-made channels, storm drains, etc.

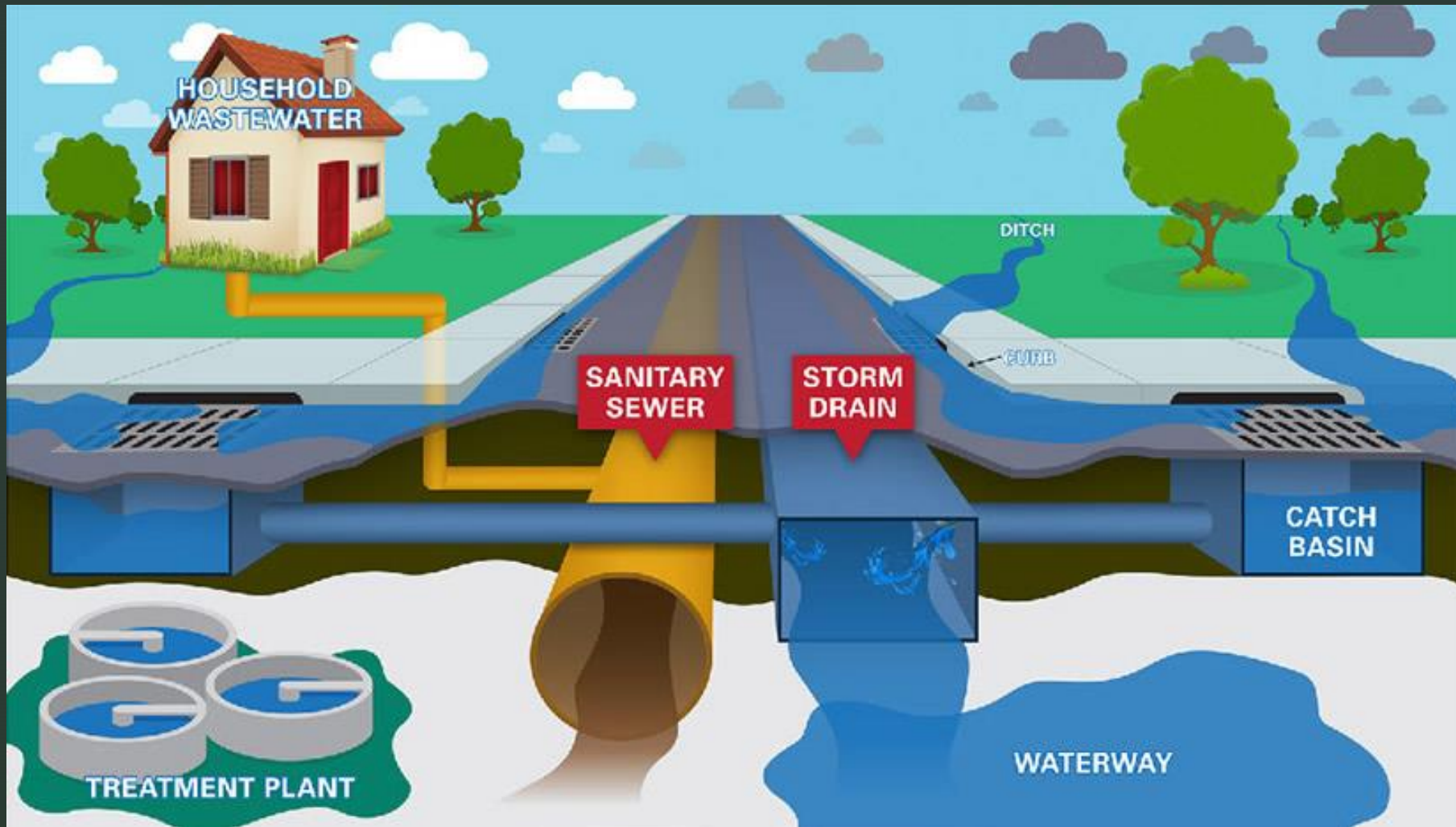




What is Stormwater?

The rain and snow melt that discharges into lakes, rivers, streams, and wetlands.

That water runs over impervious surfaces like roads, sidewalks, driveways, parking lots, and roof tops, and drains into catch basins.



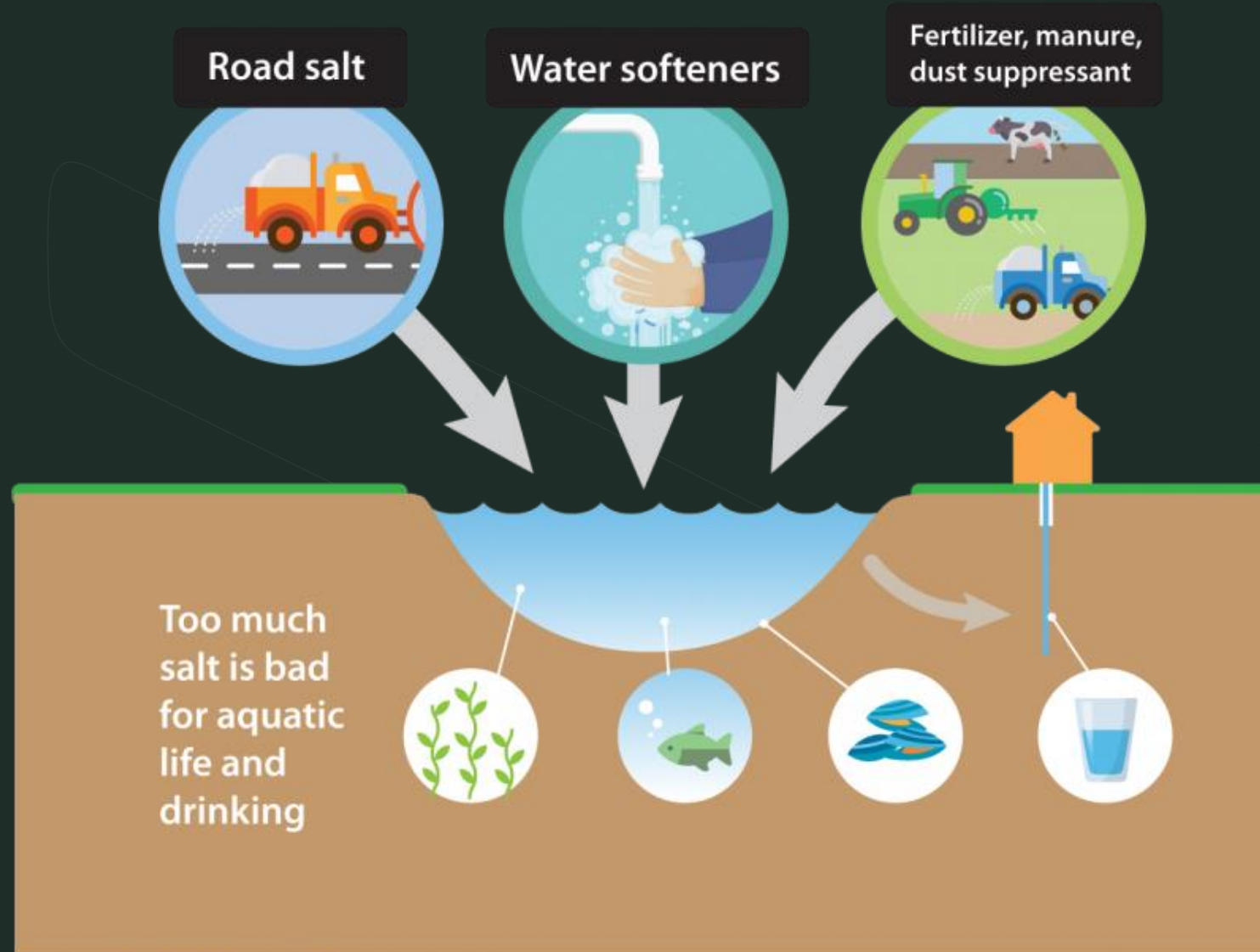
Sanitary Sewer vs. Storm Sewer

Stormwater Pollutants

- Salt (chloride)
- Sediment
- Leaves and grass clippings
- Pesticides and fertilizer
- Oil
- Litter
- Pet waste
- Bacteria



Chloride Pollution



Chloride Pollution Reduction

- 7 plow trucks now apply brine solution, reducing salt use by about 50% annually
- All Public Works operators are Smart Salting certified



Chloride Pollution Reduction

- Seasonal sand and salt stockpile is stored on an impervious surface and under cover
- Public education campaign shares ways residents can reduce their salt use



Illicit Discharge Detection and Elimination

- Illicit discharges are wastes and wastewaters from non-stormwater sources:
 - Sanitary wastewater connected to the storm sewer
 - Residential laundry wash waters
 - Auto and household toxics such as used motor oil
 - Fertilizers and pesticides
 - Pet waste
 - Drained pool water
 - Spills from roadways
 - Paint waste



Illicit Discharge Detection and Elimination

- Staff training to identify common illicit discharges
- Smoke testing
 - Identify cross connections, inflow & infiltration, etc.
- Televising
 - Identify necessary repairs/replacement





Construction Site Stormwater Control

- Conduct site plan reviews and construction site inspections:
 - Erosion prevention practices
 - Sediment control practices
 - Waste controls



Post-Construction Stormwater Management

- Construction activity that disturbs 1 acre or more must implement practices that prevent or reduce water pollution
 - Owners are responsible for long-term maintenance of these stormwater BMPs

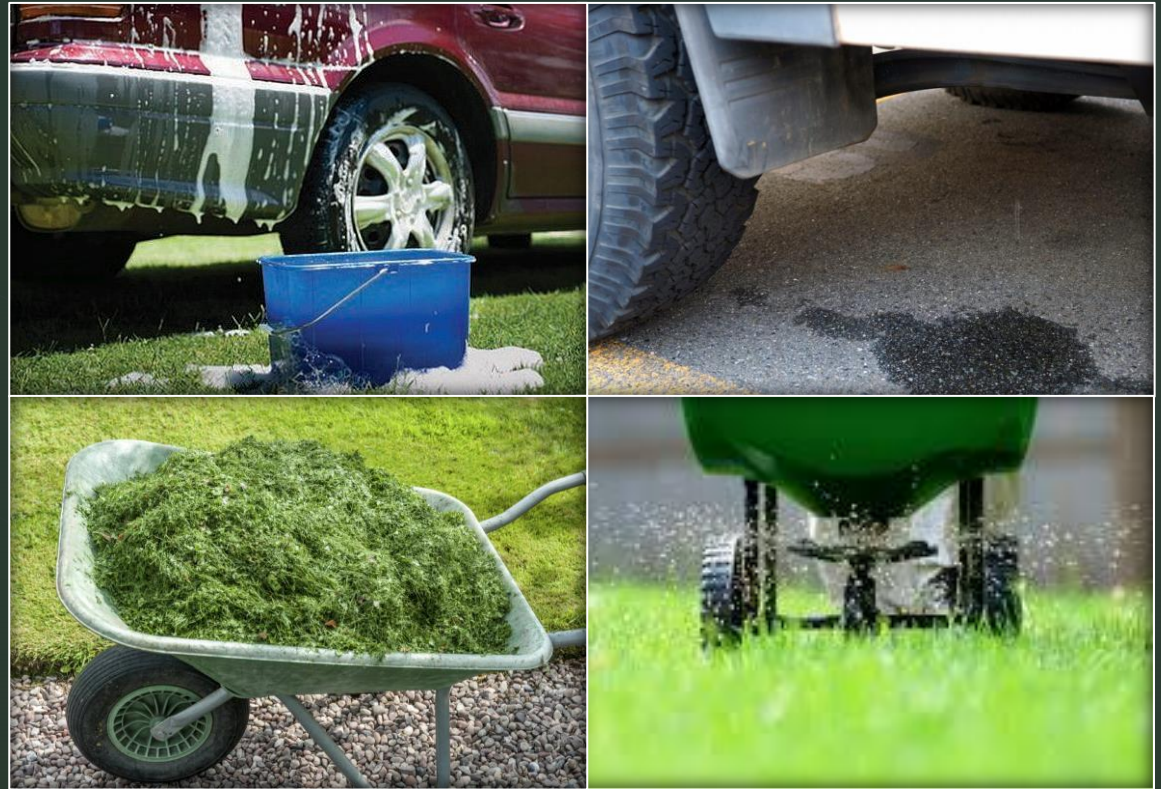
Pollution Prevention/Good Housekeeping

- Street sweeping
- Smart Salting training and salt storage practices
- Inspect structural stormwater BMPs and outfalls
 - 36 stormwater ponds
 - 10 sump catch basins
 - 200+ outfalls



Water Protection Tips

- Keep it Green while Getting it Clean
 - Wash your vehicle on the lawn, not the driveway
- Don't Leak into the Lake
 - Fix vehicle leaks at the first sign of a drip
- Mow Green
 - Leave grass clippings on your lawn
 - Use phosphorus-free fertilizer



Public Education Campaign

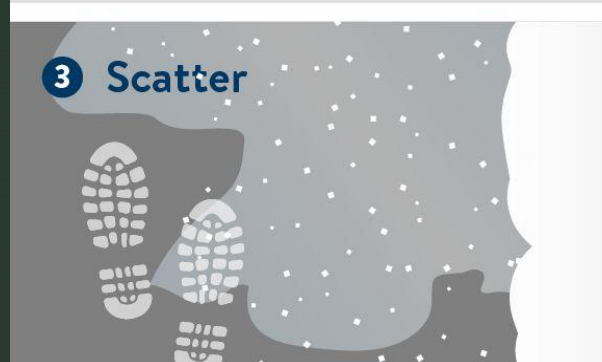
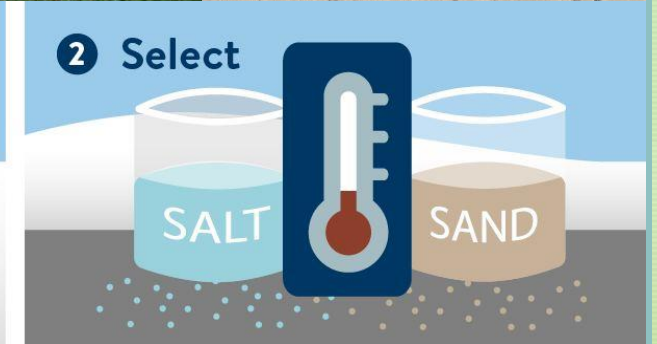
Chloride/Salt use
Pet waste
Yard waste
Household chemicals
Adopt-a-Storm Drain

City website
Social media
Public Works annual
open house
Dog treat/card handouts
at banks



Water Protection Tips

- Don't Clutter the Gutter
 - Adopt-a-Storm Drain
- Use a rain barrel
 - Direct downspouts onto yard, not driveways
- Pick up pet waste
- Shovel, Select, Scatter, Sweep





Rain Barrel Cost-Share Program

- Rain barrels available to Willmar residents
- \$68 each
- Limit 4 per household
- Call: 320-235-4760 ext 7425
- Email: ssietsema@willmarmn.gov



Questions, Comments, Feedback?

- Public Works
Director
 - 320-235-4252
- Environmental
Specialist
 - 320-235-4760
- City Engineer
 - 320-231-3956



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Approve the hiring for the Finance Director position		

RECOMMENDED ACTION:

Approve hiring Tom Odens for the Director of Finance position

OVERVIEW:

Since the announcement of Finance Director Steve Okins retirement in March, the City has been searching for the next Finance Director. The Interview Committee consisted of Council Member Nelsen, HR Director Sietesma, Assistant Finance Director Cunningham, Operations Director Box, and City Administrator Valiant. The City received and interviewed three highly qualified individuals for the position. The Interview Committee's recommendation is Tom Odens.

Mr. Odens is currently employed with Kandiyohi County, Auditor/Treasurer Department. The Finance Director position is grade 17 with a salary range of \$96,300 - \$125,190.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Dion Warne
Item:	Willmar 10 City Hall/Community Center Presentation		

RECOMMENDED ACTION:

Information Only.

OVERVIEW:

Dion Warne with the Willmar 10 Investors will present a site concept for a combined City Hall and Community Center at the former JCPenney building.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar City Hall and Community Center
2. Willmar City Hall - Site Overlay Concept
3. Willmar City Hall Community Center Renderings
4. CITY HALL Schedule

Willmar City Hall and Community Center

Combined Location

Former JCPenney Site

Presented by Willmar Ten Investors, LLP

May 15, 2023

	Low	High
Combined City Hall and Community Center	\$12,250,000	\$13,750,000
Site Development	\$ 1,900,000	\$ 2,200,000
Design & Construction Contingency	\$ 1,500,000	\$ 1,800,000
Soft Cost	\$ 2,555,000	\$ 2,955,000
Total Project Cost	\$18,205,000	\$20,705,000

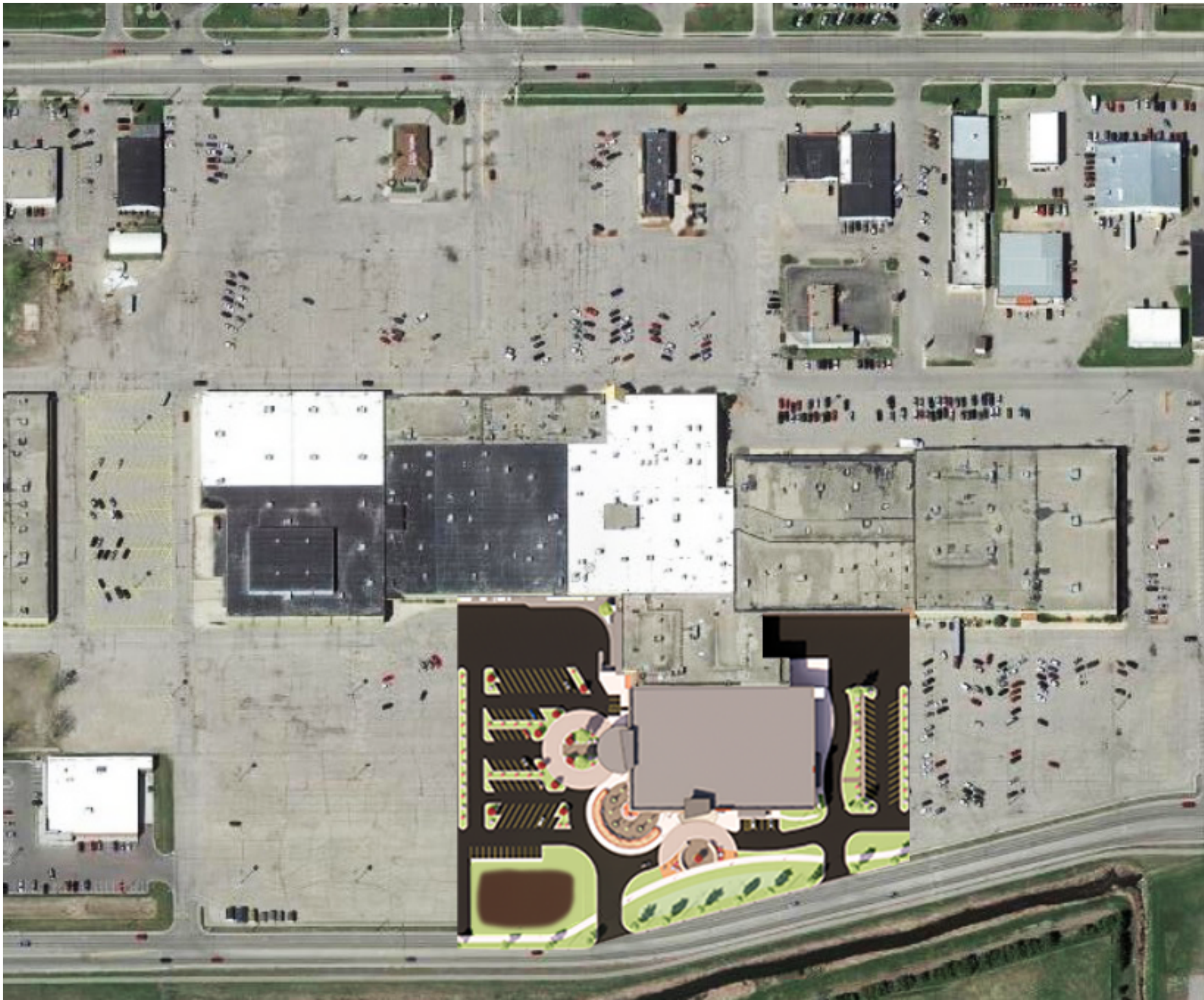
These estimates do not include furniture and technology.

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1550 WILLMAR AVENUE S.E.
WILLMAR, MINNESOTA 56201
320.235.1664 FAX 320.235.3137



CITY HALL

UPTOWN WILLMAR

4-18-23

CONCEPT SITE PLAN



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CITY HALL

UPTOWN WILLMAR

4-18-23

PRESENTATION PERSPECTIVES 1



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CITY HALL

UPTOWN WILLMAR

4-18-23

PRESENTATION PERSPECTIVES 2



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Aaron Backman, EDC Executive Director
Ordinance:	Yes	Presented By:	Aaron Backman, EDC Executive Director
Item:	MB Rail Purchase Agreement		

RECOMMENDED ACTION:

Staff is recommending that Council set June 5th, 2023 as the Public Hearing Date for the land sale.

OVERVIEW:

The EDC has been working with Nexyst & MB Rail on purchasing land west of the industrial park to construct a rail-based agricultural distribution center. This purchase was introduced to the Planning Commission when it was still in its conceptual phase a few months ago. It was reviewed and approved by the Planning Commission at the May 3rd meeting.

BUDGETARY/FISCAL ISSUES:

This land sale would add \$1,160,000 to the Industrial Park fund.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Agreement
2. Land Sale Ordinance

COMMERCIAL PROPERTY PURCHASE AGREEMENT

This Commercial Property Purchase Agreement (this "Agreement") is made this _____ day of _____, 202~~32~~³² ("Effective Date"), by and between ~~360, Inc. Acquisition, LLC~~, a ~~corporation~~limited liability company organized under the laws of the State of ~~Delaware~~Minnesota, hereinafter referred to as "Buyer", and the City of Willmar, a municipal corporation under the laws of Minnesota, hereinafter referred to as "Seller."

RECITALS

1. Seller is the owner of certain real estate located in the City of Willmar, Kandiyohi County, Minnesota, consisting of approximately ~~137-145.035.08~~ acres, legally described on the attached Exhibit A and depicted on the preliminary survey attached Exhibit B, together with all improvements thereon (the "Property").
2. Buyer desires to acquire from Seller the entirety of the Property by voluntary sale for purposes of developing the Property by constructing and operating thereon an intermodal distribution center for primarily agricultural products, generally consistent with the preliminary site plan attached hereto as Exhibit C and incorporated herein by reference (the "Project").
3. Seller is willing to sell its interest in the Property "as is" without making any representations or warranties as to the condition of the Property or its suitability to Buyer's purposes.

AGREEMENT

In consideration of the mutual covenants and agreements of the parties hereto contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Offer/Acceptance. Buyer agrees to purchase and Seller agrees to sell the Property under the terms and conditions set forth in this Agreement.
2. Purchase Price. The purchase price for the Property shall be Eight Thousand Dollars (\$8,000.00) per acre, estimated to equal One Million ~~One Hundred Sixty-Ninety-Six~~ Thousand and 00/100 Dollars (~~\$1,096,000~~1,160,000~~80.640~~.00) for the approximately ~~137-1435.08~~ acres comprising the Property ("Purchase Price"), payable as follows:
 - a. Ten Thousand Dollars (\$10,000.00) as earnest money ("Earnest Money") will be delivered to [TITLE COMPANY] with its office located at [ADDRESS] (the "Title Company") within five (5) business days after the Effective Date. All Earnest Money shall be held by the Title Company and shall be returned to Buyer if Buyer terminates this Agreement at

Buyer's election as permitted herein, or be credited against the Purchase Price at Closing; and

- b. The balance, estimated to be One Million ~~One Hundred Fifty Eighty Six~~ Thousand and 00/100 (~~\$1,086,000~~1,150,070,6400.00), in immediately available funds to be paid on the Closing Date.

3. Conveyance; No Representations or Warranties. With the exception of Recital 1 of this agreement, ~~W~~Seller agrees to quit claim the Property to Buyer on the Closing Date using a quit claim deed without making any representations or warranties about the condition of the Property, and Buyer agrees to accept the Property "as is," subject to the terms and conditions herein contained.

4. Seller's Reserved Interests; Restrictions and Covenants. Seller's conveyance of the Property to Buyer shall be subject to the following interests reserved to the Seller and restrictions and covenants:

- a. Option to Repurchase. Seller and its successors and assigns shall retain a conditional option to repurchase the Property valid for a period of two (2) years from and after the Closing Date for an amount equivalent to the Purchase Price. Seller's option shall only vest upon Buyer's failure to commence construction of an intermodal distribution center for primarily agricultural products as contemplated by Buyer on the Property within one (1) year after the Closing Date. For purposes of this section, construction is considered to be commenced upon the beginning of physical improvements beyond grading. Seller may, in its sole discretion and judgment, at any time after the vesting of such option and before the earlier of (i) Buyer's commencement of construction on the Property, or (ii) the expiration of Seller's option, exercise the option to repurchase as provided herein.

b. Permanent Easements.

- i. Seller and its successors and assigns shall retain, for the use and benefit of the public, right-of-way over the easternmost 160 feet of the Property between the southeastern corner of the Property where it abuts Parcel No. 95-917-5820 and the Minnesota Trunk Highway 40 right-of-way and a line extending east from and parallel to the southern boundary of Parcel 95-917-5570, as depicted on Exhibit B.
[LEGAL DESCRIPTION TO BE SUPPLIED FOLLOWING SURVEY]

- ii. Seller and its successors and assigns shall retain, for the use and benefit of the public, a right-of-way for railroad purposes 200 feet in width extending west-to-east from the BNSF right-of-way for the Willmar Wye (Parcel No. 95-917-1000) to the eastern boundary of the Property along a line parallel to the northern boundary of the Property

where it meets Parcel No. 95-917-5511 and the northernmost taxiway of the former airport on the Property, as depicted on Exhibit C [see northernmost orange dual-track rail segment and spur approximately parallel to northern boundary of Property--LEGAL DESCRIPTION TO BE SUPPLIED FOLLOWING SURVEY].

iii. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for drainage purposes fifty feet in width south of and parallel to the centerline of County Ditch No. 10 (i.e. Hawk Creek), as depicted on Exhibit B. [LEGAL DESCRIPTION TO BE SUPPLIED FOLLOWING SURVEY]

iv. Seller and its successors and assigns shall retain, for the use and benefit of the public, a permanent easement for utility and drainage purposes ten feet in width along the entire perimeter of the Property.

iv. Seller and its successors and assigns shall retain, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface to the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Willmar Municipal Airport.

b. [DESCRIBE OTHER EASEMENTS NEEDED]

c. Restrictive Covenants.

- i. Buyer, on behalf of itself and its successors and assigns, shall not engage in any activities on the Property that would interfere with or be a hazard to the flight of aircraft over such land or to and from the Willmar Municipal Airport or interfere with air navigation and communication facilities serving such airport.
- ii. Buyer, on behalf of itself and its successors and assigns, shall not erect structures or allow natural objects to grow on the Property that would constitute an obstruction to air navigation as defined in Federal Aviation Regulations, Part 77.
- iii. Buyer, on behalf of itself and its successors and assigns, further agrees that they will not use or permit or suffer use of the premises herein conveyed in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

- iv. Buyer, on behalf of itself and its successors and assigns, further agrees to comply with Notice requirements contained in Federal Aviation Regulations Part 77, Subpart B.

5. Closing Date. The closing shall take place through an escrow type closing using the Title Company as the closing agent, or at such other place as may be agreed to mutually by the parties, on a date mutually agreed to by the parties, but no later than thirty (30) days after the Inspection/Due Diligence Period described in Section 13 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 10 (the "Closing Date"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date in the same condition as the same existed on the Effective Date.

6. Seller's Closing Documents. On the Closing Date, Seller shall deliver to Buyer the following:

- a. Quit Claim Deed. A duly executed quit claim deed, conveying the entirety of Seller's interest in the Property, subject to Seller's reserved interests and the restrictions and covenants as listed in Section 4 herein, to Buyer.
- b. Seller's Affidavits. Seller shall provide a standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 10 of this Agreement.
- c. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.
- d. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- e. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property, if the same is in the Seller's possession.
- f. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.

7. Buyer's Closing Obligations. On the Closing Date, Buyer will deliver to Seller the Purchase Price (less the Earnest Money previously paid to Seller and subject to the prorations set forth below), in immediately available funds.

8. Contingencies.

- a. Buyer's Contingencies. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- i. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 10 and the Title Company has unconditionally agreed to issue the Title Policy.
 - ii. The Inspection/Due Diligence Period described in Section 13, shall have expired without Buyer's termination of the Purchase Agreement.
 - iii. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.
 - iv. Seller shall have performed all of its obligations required to be performed by Seller under this Agreement as and when required under this Agreement.
 - v. No Material Event (as herein defined) shall have occurred. For purposes hereof, the term "Material Event" shall mean and include any of the following that has occurred after the expiration of the Inspection/Due Diligence Period: (w) any material change in the condition of such Property including, without limitation, the environmental condition thereof, (x) any amendment to, or enactment of any new, law, rule, regulation or ordinance, or issuance of any judicial or other legal imposition that would materially affect the zoning, use, occupancy or operation of such Property or Buyer's proposed development thereof, (y) the institution or issuance by any applicable governmental authority having jurisdiction of notice of any pending or proposed moratorium with respect to the Property or any portion thereof that would materially affect Buyer's proposed development or use of the Property, and (z) the issuance by any applicable governmental authority having jurisdiction of any notice of any violation of law, or institution of any litigation, suit or proceeding against the Property, any part thereof, or Seller which materially affects Buyer's proposed development or use of the Property.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void, and in this event the earnest money paid by Buyer shall be returned to Buyer.

- b. Seller's Contingencies. The obligation of the Seller to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- i. The City Planning Commission shall review the sale and provide a recommendation on the proposed conveyance as required by City Charter, Section 4.02, subd. 8.
- ii. The Willmar City Council shall pass an ordinance authorizing the sale of the Property to Buyer consistent with the terms of this Agreement as required by Section 2.12, subdivision 1(G) of the City's Home Rule Charter.
- iii. Buyer shall have performed all of its obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Seller.

9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. Title Insurance and Closing Fee. Buyer will pay all costs of the Title Commitment and all premiums required for the issuance of the Title Policy; provided, however, that Seller shall pay any costs to perfect its own title and/or to release encumbrances other than Permitted Encumbrances. Buyer will pay all costs relating to the title examination of the Property. Seller and Buyer will each pay half of any closing fee imposed by the Title Company. All other costs charged by the Title Company will be prorated as is normal and customary in the county in which the Property is located.
- b. Deed Tax. Buyer shall pay the state deed tax as required in order to convey the Property to Buyer.
- c. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing (including any so-called green acre taxes imposed because of a change in use of the Property after Closing thereof) will be paid by Seller. General real estate taxes and installments for special assessments payable in the year of closing shall be prorated such that Seller shall pay such portion of such taxes and assessments attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place; provided, however, if the Property is exempt from real estate taxes for the year in which Closing occurs there shall be no tax proration. If general real estate taxes due and payable during the year in which the Closing

Date takes place have not yet been determined as of the Closing Date, Buyer and Seller shall prorate based on the last tax statement available.

- d. Recording Costs. Buyer will pay the cost of recording Seller's quit claim deed and Well Certificate, if any. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Encumbrances.
- e. Professional Consultants' Fees. Buyer shall be responsible for payment of all real estate commissions, legal fees and/or other professional or administrative fees and expenses incurred by itself in connection with the sale and conveyance of the Property to Buyer. However, Seller shall be responsible for paying any commissions due to any real estate brokers or agents engaged by Seller.
- f. Other Costs. All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.

10. Title. Seller shall convey the entirety of its interest in the Property to Buyer at Closing by delivery of a quit claim deed, and Buyer shall have the opportunity to satisfy itself that Seller's interest in the Property is free of encumbrances other than Seller's reserved interests and the restrictions and covenants as listed in Section 4 herein, any easements and restrictions of record which do not materially interfere with Buyer's intended use of the Property, as determined by Buyer in its sole discretion, and Permitted Exceptions as provided herein.

- a. Title Commitment. Buyer may at any time during the Inspection/Due Diligence Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the Title Company to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property.
- b. Objections. During the Inspection/Due Diligence Period Buyer may deliver to Seller such written objections as Buyer may have to any matters disclosed by the Commitment or in any survey to be prepared by Buyer. Seller shall use commercially reasonable efforts to satisfy such objections prior to the Closing Date.

- c. Buyer's Rights if Seller Fails to Cure Objections. If Seller delivers written notice to Buyer on or before the date thirty (30) days after its receipt of Buyer's written objections that Seller is unable to satisfy any objection, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, extend the Closing Date in order to cure such objections itself, or terminate this Agreement by written notice to Seller and receive a refund of the earnest money, provided that such termination notice must be delivered on or before the Closing Date.
- d. Permitted Exceptions. The following shall be deemed to be "Permitted Exceptions":
- (1) Building and zoning laws, ordinances, state and federal regulations in effect at the conclusion of the Inspection/Due Diligence Period described in Section 13 and not identified by Buyer as objectionable information during such Inspection/Due Diligence Period; and
 - (2) The lien of general real property taxes for the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer (but prorated as described herein); and
 - (3) Matters contained in any title commitment or survey which Buyer is in possession of and for which Buyer does not make any objection to or waives any objection to and proceeds to closing on the Property.

11. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief, provided, that Seller will not enter into any contracts or agreements pertaining to the Property, except contracts or agreements which are not inconsistent with Buyer's rights hereunder and which may be terminated on not more than 30 days' notice or enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed. Seller shall (i) comply with all laws, ordinances, regulations and restrictions affecting the Property and its use, (ii) not create any mortgage, lien, pledge or other similar encumbrance in any way affecting the Property, nor otherwise convey any interest in the Property; and (iii) not commit any waste or nuisance upon the Property.

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall

immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the parties will have no further obligations under this Agreement and any Earnest Money, together with any accrued interest, shall be refunded to Buyer.

13. Inspection/Due Diligence Period. Buyer shall have ninety (90) days from the Effective Date, subject to extension pursuant to Section 13.c below (the "Inspection/Due Diligence Period"), to (i) conduct such surveys, reviews, inspections and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct a Phase I environmental site assessment of the Property and, if a Recognized Environmental Condition is found or if recommended in the Phase I assessment, a Phase II environmental site assessment of the Property, (iii) obtain such federal, state and local governmental approvals (including, without limitation, zoning and site plan approvals and approvals of the plans and specifications) and permits (including, without limitation, building permits) and other necessary or desirable approvals, permits, and entitlements (collectively, "Entitlements") as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property as an intermodal distribution center for primarily agricultural products as contemplated by Buyer on the Property (the "Intended Use"), including all requisite governmental and third party approvals for the design and extension of all utilities to the Property that support the Intended Use (the "Utilities"); (iv) determine the legal and economic feasibility of the proposed development; (v) obtain financing for Buyer's proposed development on such terms and conditions as are satisfactory to Buyer, in Buyer's sole discretion; and (vi) secure a lease agreement with Buyer's proposed tenant for the Property. Such rights of inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify, defend and hold harmless Seller from all expense, injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, except to the extent attributable to any pre-existing defects in the Property, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason, provided Seller shall tender defense of any claim subject to Buyer's indemnity to Buyer in sufficient time to avoid prejudice, and Buyer shall have the right to assume and control the defense thereof with counsel selected by Buyer and reasonably acceptable to Seller. Buyer will return the Property to its original condition after any inspections and testing.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and in such case, any Earnest Money shall be promptly refunded to Buyer. For purposes of this Section 13.b., objectionable information or conditions means without limitation: (1) that the item or component being inspected is not fit for its intended purpose in Buyer's sole discretion, that it is in violation of a public law, code or regulation, (2) that a Recognized Environmental Condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, noise or vibration), exists at levels that are unacceptable to Buyer, that the easements and covenants restrict the development and use of the property as intended by the buyer or (3) that there are wetlands, flood plains, endangered species, endangered habitat and other similar issues that affect the Property and are unacceptable to Buyer in Buyer's sole discretion.
- c. In the event that the Phase I environmental site assessment of the property conducted by Buyer finds a Recognized Environmental Condition or recommends that a Phase II environmental site assessment of the property be completed, the parties shall agree to extend the Inspection/Due Diligence Period as reasonably necessary to allow such Phase II environmental site assessment to be completed if desired by Buyer, and any other applicable time periods established herein shall be extended by the same amount of time as the Inspection/Due Diligence Period extension.
- d. Buyer shall have the right and option to extend the Inspection/Due Diligence Period for two (2) consecutive periods of sixty (60) days each. Buyer shall exercise its right and option to extend the Inspection/Due Diligence Period, as aforesaid, if at all, by: (i) giving Seller notice of such election on or before the date the Inspection/Due Diligence Period expires (as the same may be extended), and (ii) within five (5) business days following the date the Inspection/Due Diligence Period expires (as the same may be extended) depositing with the Title Company for each extension Five Thousand and 00/100 Dollars (\$5,000.00) (individually and/or collectively, the "Additional Earnest Money Deposit") (the initial Earnest Money Deposit and any Additional Earnest Money Deposit are herein collectively referred to as the "Earnest Money").
- e. Regardless of any other provision to the contrary in this Agreement, Buyer at any time on or prior to the expiration of the Inspection/Due Diligence Period, may elect, in its sole discretion, for no reason or for any reason, to

terminate this Agreement by delivery of a written notice (the "Termination Notice") to Seller, with a copy to Title Company, given on or before the last day of the Inspection/Due Diligence Period, whereupon the Earnest Money, together with all interest earned thereon, shall be returned immediately to Buyer and neither party shall have any further liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

14. Purchase "As-Is". Subject to Buyer's right to terminate this Agreement during the Inspection/Due Diligence Period (Section 13) and subject to the satisfaction of the conditions to Closing, Buyer agrees to accept the condition of the Property at Closing, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated or will migrate from or to the Property.

For purposes of this Section, the following terms have the following meanings:

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law; and

"Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

15. Miscellaneous.

a. Prior to Buyer's completion of the Project, Seller shall be responsible for constructing roadway improvements to Highway 40 consisting of a turn lanes, as depicted on Exhibit D attached hereto and incorporated herein by reference.

b. Prior to Buyer's completion of the Project, Seller shall extend public water and sanitary sewer services to the boundary of the Property. The costs of such extension shall be shared equally by Buyer and Seller.

~~15.16.~~ Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to a representative of Seller; or if it is directed to Buyer, by delivering to a representative of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile or e-mailed copy, and unless a confirmation of receipt is received then it must be followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: City Administrator
City of Willmar
333 Sixth Street Southwest
Willmar, MN 56201
Tel. No. (320) 235-4913
E-mail: [REDACTED]

If to Buyer: MB Rail360, Inc.
201 W. Short St., Suite 501
Lexington, KY 40507
Tel. No.: [REDACTED]
Facsimile No.: [REDACTED]
E-mail: [REDACTED]

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving advance written notice of such change to the other party, in any manner above specified. Attorneys for each party shall be authorized to give notices for such party.

16.17. Entire Agreement; Amendments. This Agreement represents the complete and final agreement of the parties and supersedes any prior or contemporaneous oral or written understanding between the parties. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties. This Agreement may be amended only in writing, signed by both parties.

17.18. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Each party agrees to give the other party notice prior to assigning its interest in the Property or this Agreement. Buyer may assign all of Buyer's rights hereunder to and have its obligations hereunder assumed by any person, firm, partnership, corporation or other entity, and in the event of any such assignment, Buyer shall be released from any further obligations which have not yet accrued hereunder.

18.19. Controlling Law. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

19.20. Remedies. If Closing does not occur as a result of a default by Buyer which is not cured within thirty (30) days after receipt of written notice from Seller identifying such default, then Seller has the right to immediately terminate this Agreement and retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Closing does not occur as a result of a default by Seller which is not cured within thirty (30) days after receipt of written notice from Buyer identifying such default, then Buyer has the right to immediately terminate this Agreement and have the Earnest Money returned to it. The termination of this Agreement will be Buyer's sole remedy for default by Seller, and Seller will not be liable for damages.

20.21. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

BUYER:

SELLER:

ACQUISITION, LLC

CITY OF WILLMAR

By: _____
_____, Its

By: _____
Doug Reese, Mayor

By: _____
_____, Its

By: _____
Leslie Valiant, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

1. Parcel number 95-917-5570, which has approximately 13 acres,
2. Parcel number 95-917-5550, which has approximately 6 acres,
3. And portions of Parcel numbers 95-917-5510, 5511, 5551, 5600, 5620, 5630 and 5800 which would encompass approximately 118 acres

[Full legal description to be supplied following survey. *subject to title company verification*]

*This is a survey of part of:
SW¼, S½ of the NW¼ and W½ of the SE¼ all in
Section 17, T119N-R35W, Kandiyohi County, Minnesota*



EXHIBIT C **PRELIMINARY SITE PLAN FOR BUYER'S PROJECT**

Potential Industrial Facility
 City of Willmar EDC

Figure 1: Spur Loop Exhibit
 August 2022

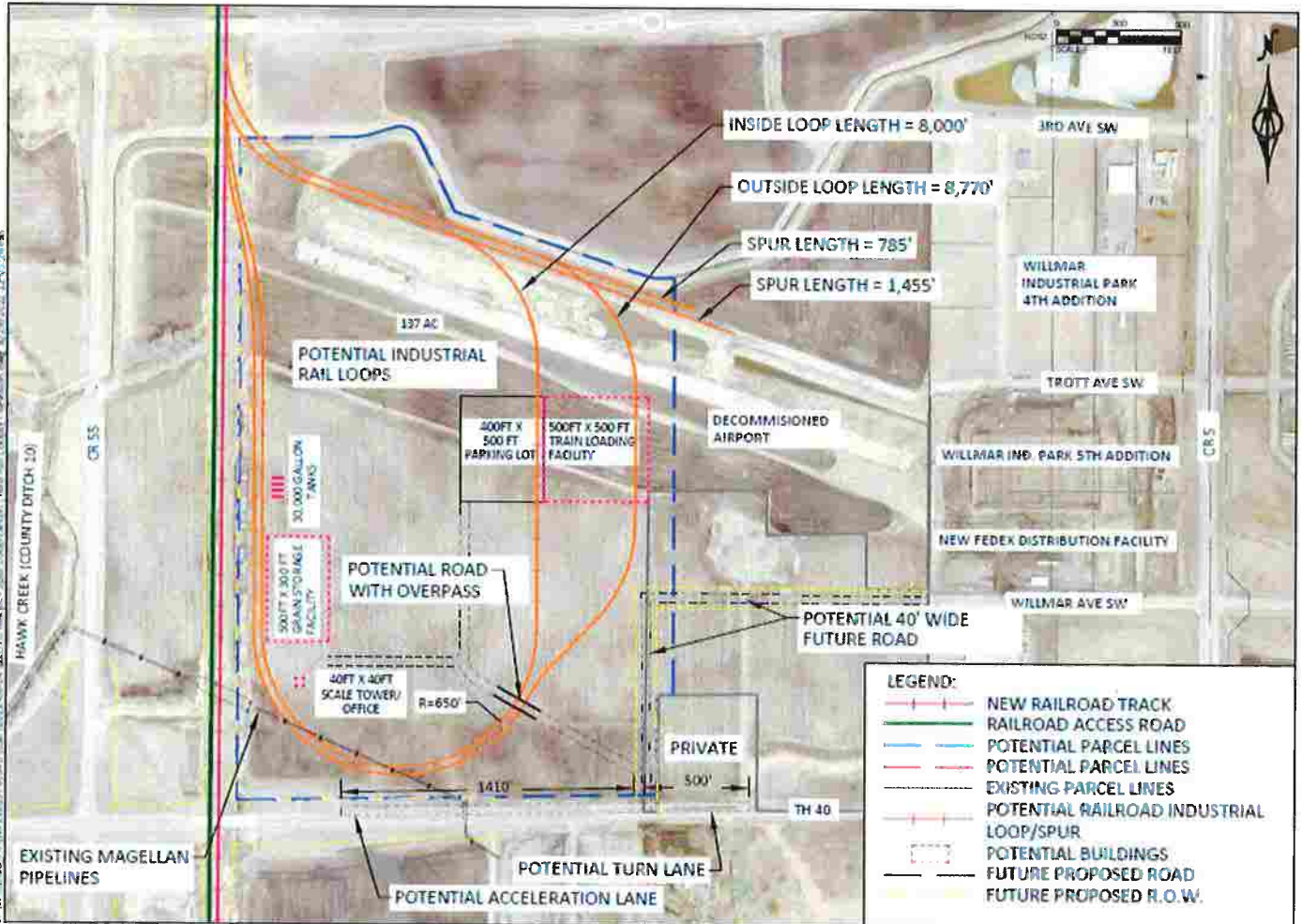


EXHIBIT D
DEPICTION OF HIGHWAY 40 IMPROVEMENTS

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date above written.

BUYER:

ACQUISITION, LLC

By: Brian Miller, COO
_____, Its MEMBER

By: _____
_____, Its _____

SELLER:

CITY OF WILLMAR

By: _____
_____, Mayor

By: _____
Leslie Valiant, City Administrator



Who is Midwest & Bluegrass Rail?

MBR was formed in 2019 when our partners saw an opportunity to combine resources to form a full service rail company with a unique approach. Our executive team has over 90 years of collective experience in the rail industry, with the ability to identify, acquire, market, develop, and efficiently maintain and operate railroads.

Our Plan

Midwest & Bluegrass Rail is focused on acquiring multiple regional and short line railroads in the next 48 months by utilizing existing contacts and developing new partnerships with industry leaders.



[.\(https://mbrail.com/\)](https://mbrail.com/)

[ABOUT > \(HTTPS://MBRAIL.COM/ABOUT/\)](https://mbrail.com/about/)

[RAILROADS > \(HTTPS://MBRAIL.COM/RAILROADS/\)](https://mbrail.com/railroads/)

[SERVICES > \(HTTPS://MBRAIL.COM/SERVICES/\)](https://mbrail.com/services/)

[CONTACT \(HTTPS://MBRAIL.COM/CONTACT/\)](https://mbrail.com/contact/)



**An Independent Freight Railroad & Rail Services Management
Company**


[\(https://mbrail.com/services/\)](https://mbrail.com/services/)

Operational Strategy



MBRail acquires 4 shortlines from Indiana Boxcar Corp.

Midwest & Bluegrass Rail is proud to announce the acquisition of Camp Chase Railway (CAMY), Chesapeake and Indiana Railroad (CKIN), Vermilion Valley Railroad (VVR), and Youngstown and Southeastern Railroad (YSRR) from Indiana Boxcar Corporation.

Press Release

(https://mbrail.com/wp-content/uploads/2020/09/MBR_press-release-9120.pdf)

This is a survey of part of:
**SW¼, S½ of the NW¼ and W½ of the SE¼ all in
 Section 17, T119N-R35W, Kandiyohi County, Minnesota**



This drawing prepared by:

Bonnema Runke Stern Inc.

Professional Land Surveyors

4563 Hwy 71 NE - Suite 1

Winnetka, MN 55391

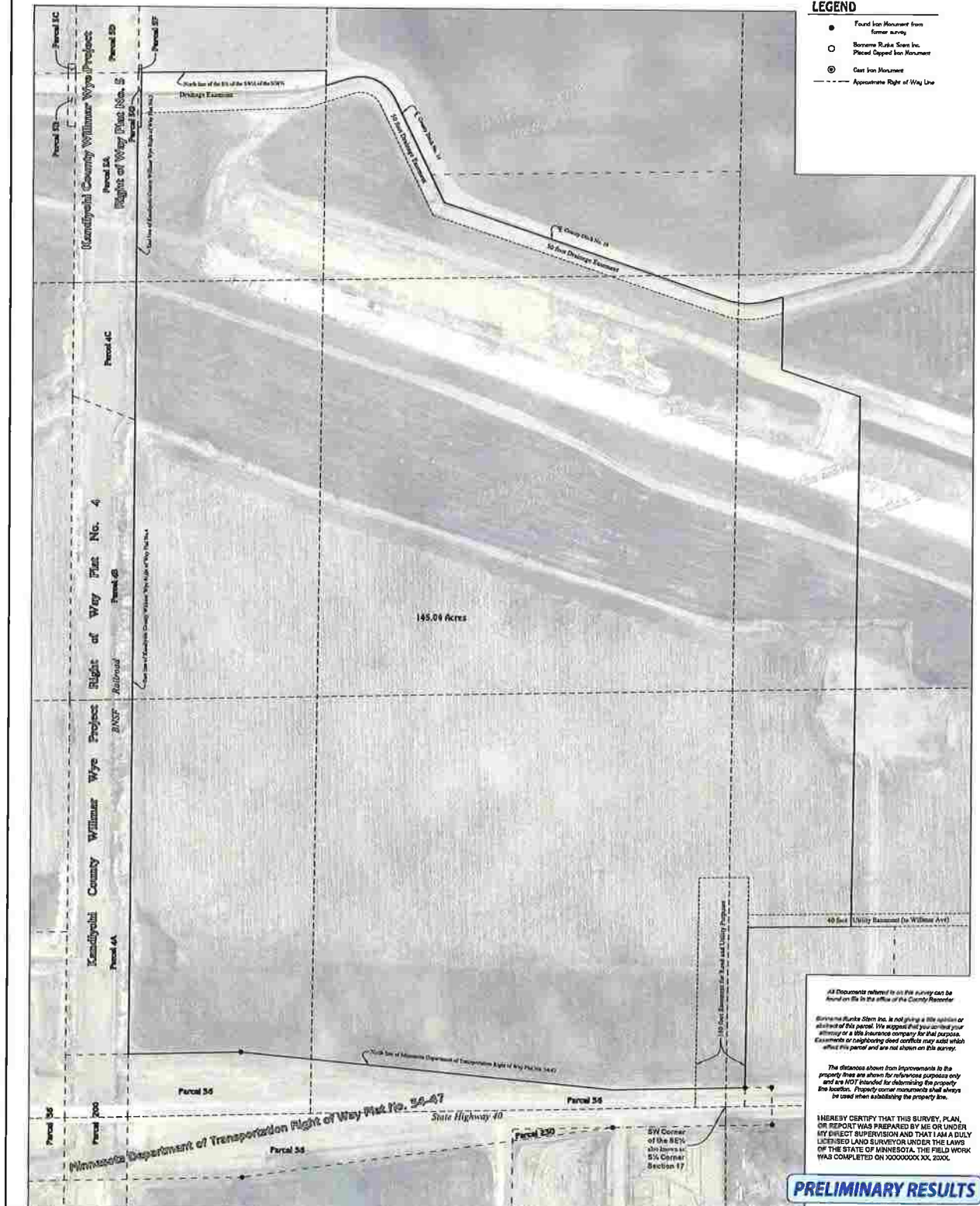
Office (202) 231-2844 Fax (202) 231-2827

Requested by: Kandiyohi County & City of Winnetka EDG
 212 2nd St SE
 PO Box 1783
 Winnetka, MN



LEGEND

- Found Iron Monument from
Former survey
- Bonnema Runke Stern Inc.
Placed Capped Iron Monument
- ⊙ Cast Iron Monument
- Approximate Right of Way Line



All Documents referred to in this survey can be found on file in the office of the County Recorder

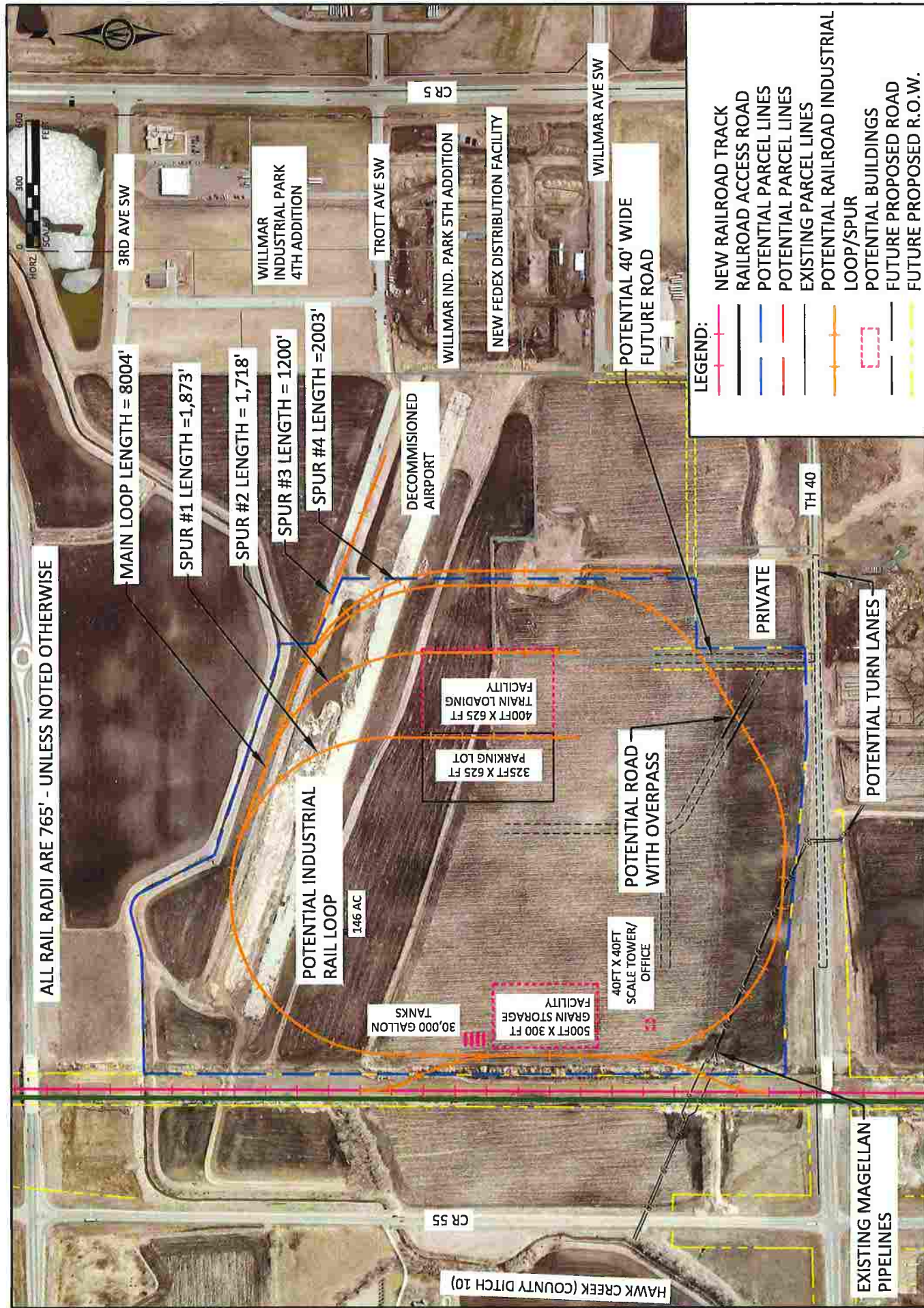
Bonnema Runke Stern Inc. is not giving a title opinion or abstract of this parcel. We suggest that you consult your attorney or a title insurance company for that purpose. Easements or neighboring deed conflicts may exist which affect this parcel and are not shown on this survey.

The distances shown from improvements to the property lines are shown for reference purposes only and are NOT intended for determining the property line location. Property corner monuments shall always be used when establishing the property line.

HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON 00000000.XX.2000.

PRELIMINARY RESULTS

City of Willmar/ EDC





EARLY ACCESS AGREEMENT CITY OF WILLMAR

This Agreement is made and entered into this ____ day of _____, 2023, by and between NewCo, LLC, a limited liability company organized under the laws of the State of **Kentucky**? (“Developer”), and the City of Willmar (“Owner”); (collectively, the “parties”).

WHEREAS, Owner is the owner of approximately **145 acres** of real property described and depicted within the bold blue lines on Exhibit A attached hereto (the “Property”);

WHEREAS, Developer has submitted a preliminary proposal to the City for development of the Property, and the City is willing to allow the Developer temporary access to the Property for the purposes of conducting investigations and studies into the feasibility of the proposed development of the Property; and

WHEREAS, the parties desire to enter into this agreement for the purpose of allowing the Developer and City to continue to evaluate the feasibility and possibility of the Developer’s proposed development being further pursued.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Permission to Enter Property and Conduct Investigations. Developer and its contractors and other agents shall have permission, at Developer’s sole expense, to enter the Property to conduct surveys, environmental site assessments, soil investigations (including but not limited to soil borings), and other similar studies or investigations on the Property. Nothing herein shall permit Developer to perform any invasive or destructive investigatory work in any paved portions of any public rights-of-way adjoining the Property.

2. Term of Access. Developer and its contractors and other agents shall have permission to enter the Property and conduct investigations of the Property under this Agreement commencing on the date of this Agreement and for a period of **90 days** thereafter (the “Term”).

3. Hold Harmless and Indemnification. Developer shall indemnify, protect, save, hold harmless and insure Owner, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys’ fees, and costs of alternative dispute resolution, which may arise out of or be caused by Developer or its agents, employees, contractors, with respect to Developer’s use of or presence on the Property. Developer shall defend Owner against the foregoing, or litigation in connection with the foregoing, at Developer’s expense, with counsel reasonably acceptable to Owner. Owner, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Owner. All indemnification obligations shall survive termination of this Agreement, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

4. Insurance. At all times throughout the term of this Agreement, Developer shall maintain at a minimum the following insurance coverage from financially solvent insurance carriers approved by the City:

- a. Statutory worker's compensation coverage;
- b. Commercial General Liability Insurance - \$1,000,000 combined single limit, written on an occurrence basis / \$2,000,000 general aggregate, insuring Developer against claims for bodily injury, death or property damage arising out of its general business activities (including automobile or vehicle use), and including endorsements to include contractual liability;
- c. Any other insurance coverages required by state or federal laws or regulations applicable to Developer.

Developer must cause certificate(s) of insurance evidencing the required coverages to be provided to the City Clerk on or prior to the effective date. The issuer of the certificate of insurance must provide the City ten days' written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

All insurance required by this Agreement must be primary insurance and not in excess of or contributing with other insurance which Developer or its designee may carry. All policies, excluding worker's compensation policies, must name the City as an additional insured. The applicable insurance policies required by this Agreement, must apply separately to City as if separate policies had been issued to Developer and the City.

5. Waiver and Assumption of Risk. Developer knows, understands, and acknowledges the risks and hazards associated with using the Property for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Developer hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Developer's agents, representatives, participants, volunteers, guests and invitees while using the Property or the improvements thereon or performing maintenance thereon or otherwise present on the Property as a result of this Agreement. Developer hereby irrevocably waives any and all claims against the Owner or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Developer or any person present on the Property pursuant to this Agreement and hereby irrevocably releases and discharges the Owner and any of its officials, employees or agents from any and all such claims of liability related in any way to the Property or the Owner's maintenance, repair or other work conducted within the Property by the Developer or Owner or any other third party. The Owner shall have no liability to the Developer or Developer's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Property during any hours of use by the Developer.

6. Restoration of Property. Developer agrees to restore, or have its contractors and other agents restore, any land affected by any borings or other investigative activities on the Property and after Developer's investigation of the Property is complete. Developer and Owner

agree that Developer's obligation to restore the Property shall be limited to returning the land affected to the grade existing before the investigations and borings were conducted.

7. Non-Exclusive. The permissions granted the Developer under this Agreement, including but not limited to the permission to access the Property, are non-exclusive in nature.

8. Miscellaneous. This Agreement shall be deemed to have been made in the County of Kandiyohi, Minnesota and governed by the laws of the State of Minnesota. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be deemed to be one and the same document. Facsimile and e-mailed signatures shall be deemed to be originals; provided, however, that upon request of any party an original signed counterpart shall be transmitted to the requesting party by return mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEVELOPER:

By: _____
Name: _____
Title: _____

OWNER:

CITY OF WILLMAR

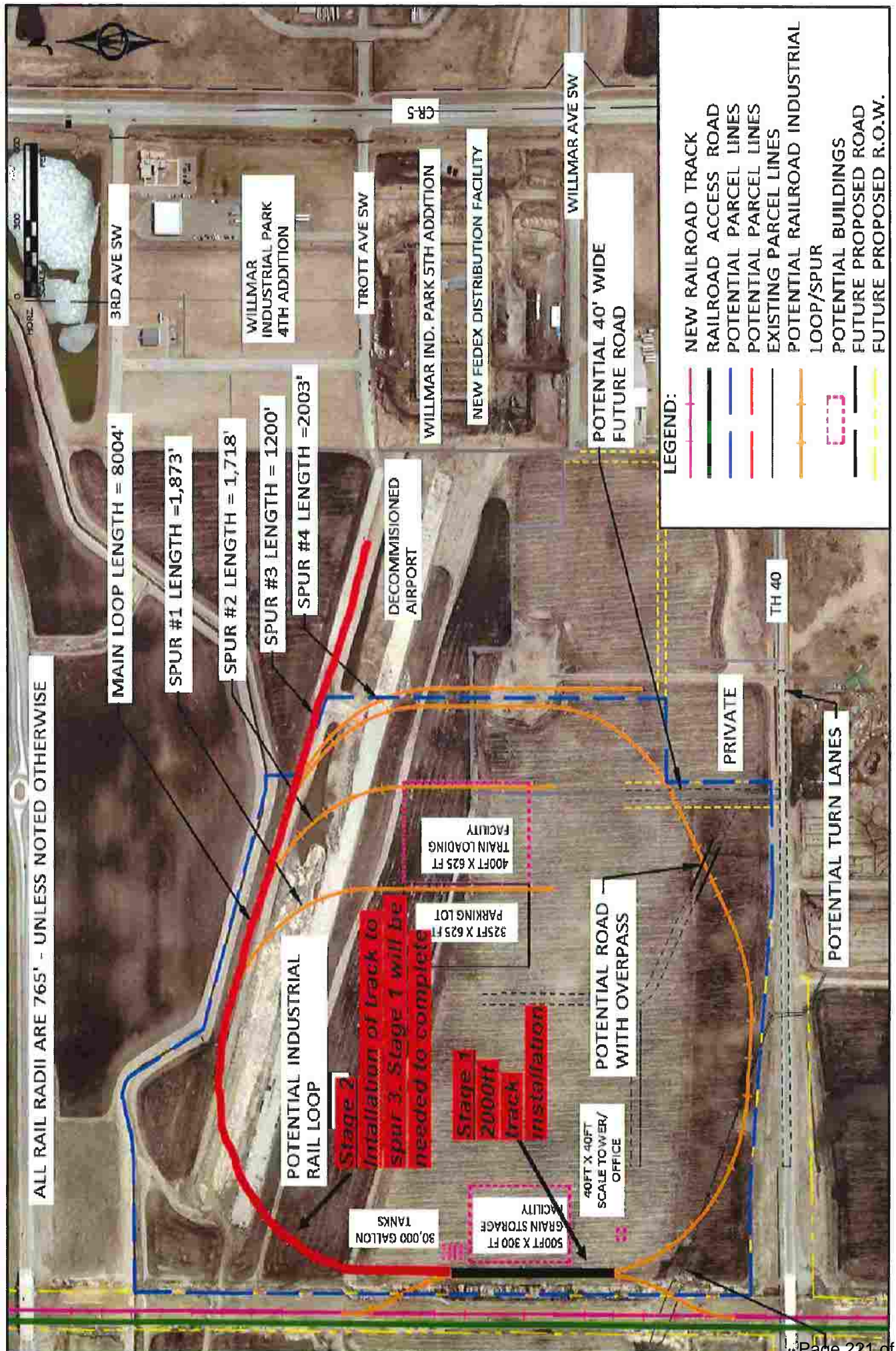
By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION AND DEPICTION OF PROPERTY

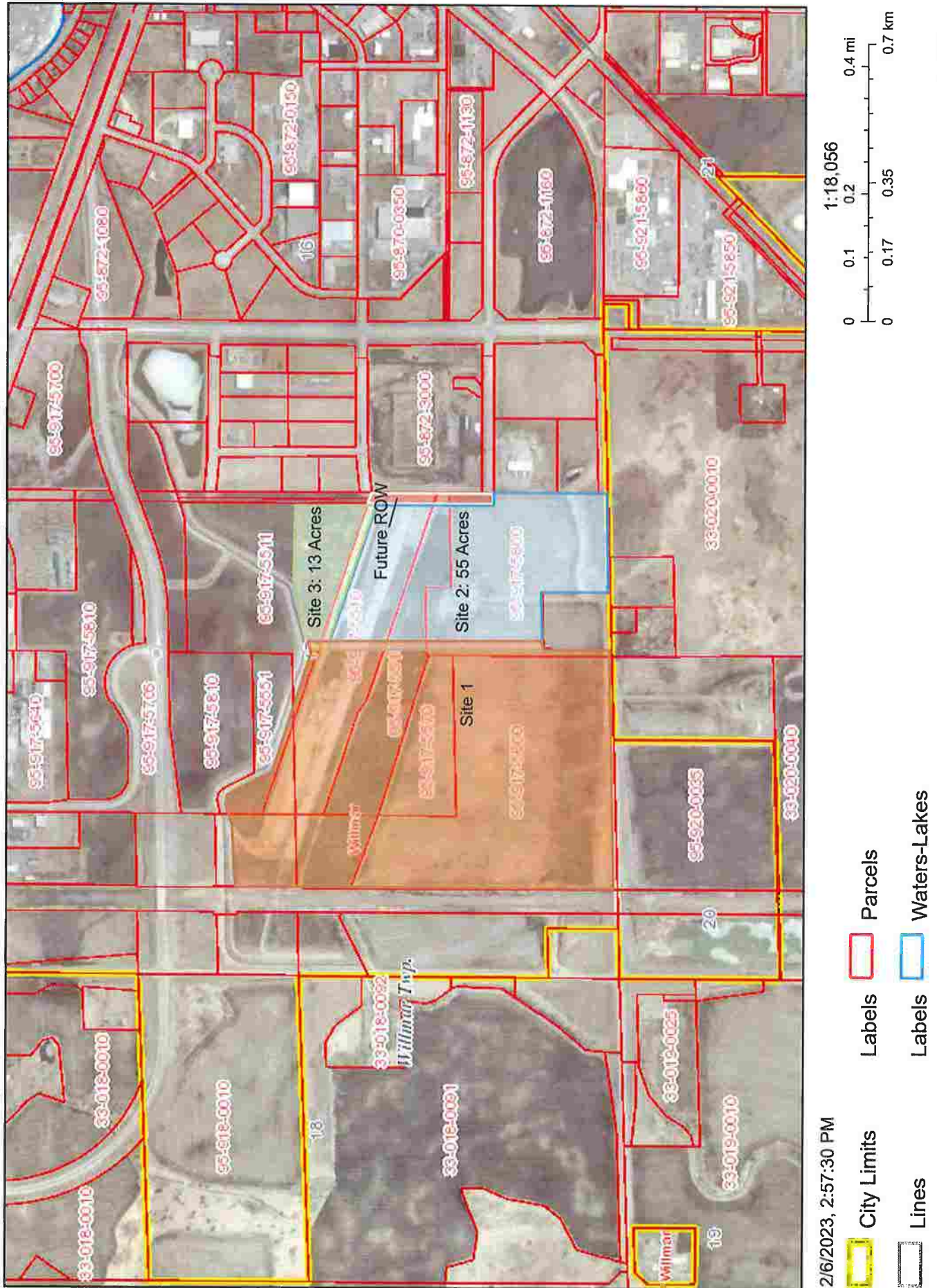
1. Portion of parcel number 95-917-5600, an area of approx. ____ acres
2. All of parcel number 95-917-5570, an area of approximately 12.9 acres
3. All of parcel number 95-917-5550, an area of approximately 6.2 acres
4. Portion of parcel number 95-917-5630, an area of approx. ____ acres
5. Portion of parcel number 95-917-5620, an area of approx. ____ acres
6. Portion of parcel number 95-917-5551, an area of approx. ____ acres
7. Portion of parcel number 95-917-5511, an area of approx. ____ acres
8. Portion of parcel number 95-917-5510, an area of approx. ____ acres
9. Portion of parcel number 95-917-5800, an area of approx. ____ acres

Proposed Site Location Map





Willmar Industrial Park Potential Developments



Willmar Industrial Park Potential Developments



This is not an Official map or survey



February 16th, 2023

Mr. Aaron Backman

Executive Director

Kandiyohi County & City of Willmar EDC

220 20th Street SE

Willmar, MN 56201

Mr. Justice Walker

Director of Planning & Development Dept.

City of Willmar

333 6th Street SW

Willmar, MN 56201

RE: Letter of Intent Concerning the Purchase of City Property for Duinink Concrete storage facility Project

Dear Mr. Backman and Mr. Walker,

This is a non-legally binding Letter of Intent ("LOI") which is dated February 16th, 2023 (the "Effective Date") among:

1. The City of Willmar, MN, through its Planning & Development Department (the "City"),
2. The Kandiyohi County & the City of Willmar Economic Development Commission (the "EDC") and
3. Duinink Concrete LLC, a corporation organized under the laws of the State of Minnesota, with its principal place of business in Minnesota (the "Developer").

Each of the City, the EDC and the Developer is sometimes referred to in this LOI as a "Party" and collectively as the "Parties".

Intent of this LOI: The intent of the LOI is to outline the key commercial terms and conditions of the Developer's potential land purchase from the City and the City's potential sale to the Developer of approximately 13 acres of land that owned by the City (the "Developer's Land Requirements" and the "Project Property").

Project Description: The Developer plans on using the Project Property to operate and construct a concrete storage facility. The Intent of the project would be to construct at full buildout a 5000 sq. ft. Concrete storage facility and to utilize a rail spur of 500 ft. to facilitate future growth in the Willmar Industrial Park. It is anticipated that in addition to rail, there would be approximately 25 inbound and outbound trucks per week using this facility. The Project's initial phase is expected to begin commercial operations in the May of 2024? All of the above operations are defined as the "Phoenix".

Project Property: The City has identified, in order to satisfy the Developer's Land Requirements (the "Project Property"), the real property depicted on "Exhibit A" which is attached to this LOI and which comprise portions of the following existing City owned parcels.

1. Portion of Parcel number 95-917-5511 which encompasses approximately 13 acres.

Specifically, the Developer is interested in purchasing for the Project the property depicted on Exhibit A totaling 13 acres immediately northwest of the new FedEx Distribution Center and with access to Trott Avenue.

Developer's Examination - Due Diligence Period: The Developer has one hundred twenty (120) days from the Effective Date to complete its due diligence of the Project Property and to secure the necessary customer contract agreements for the Project, provided that the Developer, at its sole discretion, has the right to extend its examination – due diligence period an additional sixty (60) days.

The Director of the Planning & Development Department for the City of Willmar and the Executive Director of the Kandiyohi County & City of Willmar EDC agree not to actively solicit from any third-party proposals for sale or development of the parcels described above. Notwithstanding the foregoing, if subsequent to the Effective Date the City receives a Bonafide third-party offer or proposal ("Third-Party Offer") to purchase any portion of the Project Property, then City staff will inform the Developer of said offer and afford the Developer an opportunity to revise its offer and the terms and conditions contained herein in response to the Third-Party Offer.

Developer's Access to Project Property During Due Diligence Period: The Developer is authorized by the City to execute an Early Access Agreement with the City for purposes of obtaining temporary access to the Project Property described and depicted on Exhibit A, for purposes of conducting studies into the feasibility of the proposed Project thereon. Such studies shall be conducted at the Developer's expense in accordance with the terms of the City's standard Early Access Agreement and may include, but need not be limited to, environmental testing and survey work.

Disclaimer – LOI is Not Legally Binding/Purchase and Sale of the Project Property Requires the Parties Execution and Delivery of the Required Definitive Agreements: The key commercial terms and conditions that are included in this non-legally binding LOI: (i) will serve as the basis for further negotiations among the Parties, and (ii) are expected to result in the necessary definitive legal documents which are, in turn, expected to be approved and executed by the City, the EDC and the Developer as required (the "Definitive Agreements"). No contractual obligations of any kind are created by the execution of this LOI by City or EDC staff. The provision and permissions contained herein are for the sole purpose of allowing the Parties to continue to evaluate the feasibility and possibility of the developer's proposed development being further pursued. This document places no obligation upon either party to engage in any further conversation or negotiation regarding the developer's proposed

development, or any other term or information contained herein. The Parties do not intend to be bound by any agreement until the Definitive Agreement(s) is fully executed, following approval of the same by the City Council, the Board of Directors of the Developer, and as necessary, the EDC Board of Commissioners and no Party may reasonably rely on any promise inconsistent with this paragraph.

Purchase Price Per Acre for the Project Property: The proposed purchase price (the "Purchase Price") for the Project Property is Nine Thousand U.S. Dollars (\$9,000) per acre.

Conditions Precedent to the Purchase of the Project Property: The Developer's purchase of the Project Property from the City is subject to the Developer's complete satisfaction or the waiver in writing by the Developer of all of the following conditions precedent:

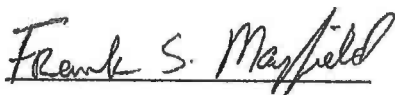
1. The Parties negotiation, executive and delivery to one another of all of the required Definitive Agreements concerning the purchase and the sale of the Project Property.
2. The Developer's satisfactory due diligence of the Project Property.
3. The Developer's applications for financial assistance from the EDC, the City and/or Kandiyohi County to support its Project on the Project Property shall be approved in form and substance acceptable to the Parties.
4. The Developer securing all of the permits and financing that it requires to operate and maintain its Project on the Project Property.

Confidentiality: The Developer understands and acknowledges that the City and EDC are each subject to and will each follow the requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and Open Meeting Law (Minn. Stat. Ch. 13D) with respect to its treatment of this document and any future negotiations regarding the Project Property. Consistent with these requirements, however, neither City staff nor EDC staff will voluntarily disclose additional information beyond what is contained herein to any third parties and will coordinate with the Developer in responding to any formal requests for data to which this document is responsive in order to take care that no private or nonpublic data is inadvertently disclosed.

If both the EDC and the City accepts and agrees to the terms and conditions of this non-legally binding LOI, please execute this LOI in the space provided for below and return a copy to the Developer of the EDC's and the City's execution of this LOI.

Sincerely,

Duininck Concrete LLC



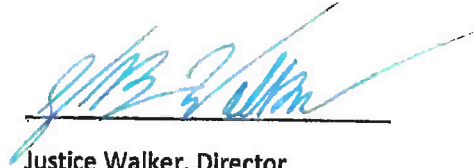
Frank Mayfield

TBD

ACCEPTED AND AGREED TO:

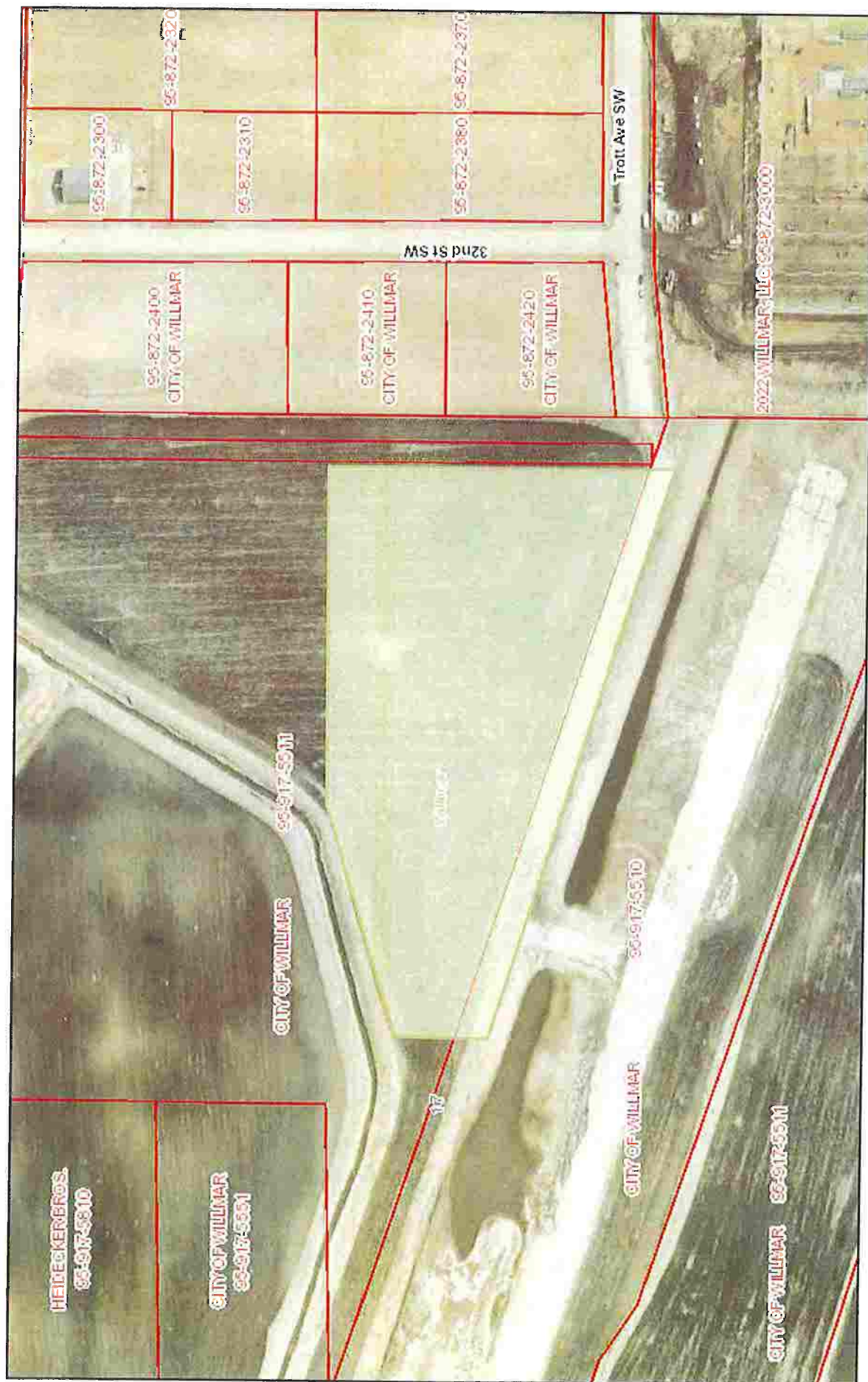


Aaron Backman, Executive Director
Kandiyohi County & City of Willmar
Economic Development Commission




Justice Walker, Director
Planning & Development Department
City of Willmar, Minnesota

Project Phoenix (Approximately 13 Acres)



2/21/2023, 11:13:25 PM

 Railroad
 City
 Township Roads
 US
 State
 Township
 County Gravel
 County
 US
 State
 US & State Highways

1:4,514

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
TO MB RAIL.**

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AUTHORIZATION OF SALE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the sale and conveyance of real property legally defined as

That part of the Southwest Quarter and also that part of the South Half of the Northwest Quarter, and also that part of the West Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota described as follows:

- Commencing at the southeast corner of said Southwest Quarter;
- thence on an assumed bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 61.89 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 59.84 feet to the north line of the record plat entitled MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, on file in the office of the Kandiyohi County Recorder,
- which is the point of beginning of the land to be described;
- thence continuing on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 512.19 feet;
- thence on a bearing of North 89 degrees 07 minutes 13 seconds East a distance of 330.09 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 1691.75 feet;
- thence on a bearing of North 71 degrees 14 minutes 10 seconds West a distance of 263.06 feet;
- thence on a bearing of North 00 degrees 38 minutes 08 seconds East a distance of 232.04 feet to a point in the ditch;
- thence on a bearing of South 75 degrees 27 minutes 00 seconds West a distance of 65.58 feet to a point in the ditch;
- thence westerly, along a tangential curve, concave to the north, which has a radius of 200.00 feet, a central angle of 33 degrees 06 minutes 00 seconds, and an arc distance of 115.54 feet to a point in the ditch;
- thence on a bearing of North 71 degrees 27 minutes 00 seconds West, tangent to last said curve, a distance of 963.00 feet to a point in the ditch;
- thence on a bearing of North 25 degrees 39 minutes 00 seconds West a distance of 368.00 feet to a point in the ditch;
- thence northwesterly, along a tangential curve, concave to the southwest, which has a radius of 120.00 feet, a central angle of 81 degrees 35 minutes 00 seconds, and an arc distance of 170.87 feet to a point in the ditch;
- thence on a bearing of South 72 degrees 46 minutes 00 seconds West, tangent to last said curve, a distance of 80.00 feet to the east line of the Southwest Quarter of the Northwest Quarter of said Section 17;
- thence on a bearing of North 00 degrees 35 minutes 33 seconds East, along the east line of said Southwest Quarter of the Northwest Quarter, a distance of 48.00 feet to the north line of the South Half of said Southwest Quarter of the Northwest Quarter;
- thence on a bearing of South 88 degrees 59 minutes 12 seconds West, along the north line of the South Half of said Southwest Quarter of the Northwest Quarter, a distance of 598.46 feet to the northeast corner of Parcel 5G of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, on file in the office of the Kandiyohi County Recorder;
- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said Parcel 5G, a distance of 175.26 feet to the southeast corner of said Parcel 5G;
- thence on a bearing of North 89 degrees 42 minutes 43 seconds West, along the south line of said Parcel 5G, a distance of 10.00 feet to the southwest corner of said Parcel 5G;
- thence on a bearing of South 00 degrees 17 minutes 17 seconds West, along the east line of said record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 5, and also along the east line of the record plat entitled KANDIYOHI COUNTY WILLMAR WYE PROJECT RIGHT OF WAY PLAT NO. 4, on file in the office of the Kandiyohi County Recorder, a distance of 2958.06 feet to Point B30, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;
- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of Parcel 36 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47, a distance of 363.67 feet to Point B10, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of South 84 degrees 37 minutes 16 seconds East, along the north line of said Parcel 36, a distance of 1200.00 feet to Point B11, as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 34-47;

- thence on a bearing of North 88 degrees 40 minutes 45 seconds East, along the north line of said Parcel 36, a distance of 427.19 feet to the point of beginning.

To MB Rail by quit claim deed pursuant to the terms and conditions of sale set forth in a certain Purchase Agreement between the City and MB Rail.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of June, 2023.

ATTEST:

Judy Thompson, City Clerk

Douglas E. Reese, Mayor

VOTE: ___ ASK ___ ASMUS ___ BUTTERFIELD ___ DAVIS
 ___ FAGERLIE ___ NELSEN ___ O'BRIEN ___ SHULDES

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Aaron Backman
Ordinance:	No	Presented By:	Aaron Backman
Item:	BNSF Certification Activities for a Portion of the Willmar Industrial Park		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a motion approving the expenditure of \$38,021 from the Willmar Industrial Park Fund for the Kandiyohi County & City of Willmar Economic Development Commission (EDC) to undertake Geotechnical, ALTA Survey, Phase I Environmental Assessment, Easement Delineation, and Title Commitment activities.

COMMITTEE/BOARD/COMMISSION RECOMMENDATION:

The EDC's Joint Operations Board on May 11, 2023 unanimously approved proceeding with these activities needed for obtaining Burlington Northern Santa Fe (BNSF) site certification of 335 acres of City-owned property. This will benefit present and future development of the Willmar Industrial Park, including encouraging prospects requiring rail access to consider locating in the industrial park.

OVERVIEW:

BNSF Railway has invited the City of Willmar to participate in its Site Certification process, which usually takes about one year to complete. Since December of 2022, the EDC has been working with BNSF staff and Global Location Strategies (GLS), a site selector hired by BNSF, on this certification. The proposed certification area involves 335 contiguous acres within the Willmar Industrial Park/former airport site. The area is bounded by the new U.S. Hwy 12 on the north side, County Road 55 on the west. On the south it is mostly north of MN Hwy 40 and on the east, mostly west of WMU's 69 KV Overhead Power Line.

Attached are a quote from Braun Intertec for geotechnical evaluation and a map showing the locations of the soil borings (\$12,575), a quote from Bonnema Runke Stern for an ALTA Survey (\$7,500), a quote from Glacial Lakes Environmental Consulting for a Phase I Assessment (\$2,850), an invoice from Bonnema Runke Stern for Rail Park Survey Easements (\$2,196), and a quote from Kandiyohi Abstract for Title Commitment (\$12,900). These total \$38,021.

While it is still relatively early in the planting season and the weather has now turned nice, I would highly recommend that the Willmar City Council approve moving ahead with these activities. I believe this information will be a good investment for the City.

BUDGETARY/FISCAL ISSUES:

No General Fund impact. Funding would come from the Industrial Park Fund.

ALTERNATIVES TO CONSIDER:

1. Delay Council action if additional information is needed.
2. Deny Request

ATTACHMENTS:

1. BNSF Resolution
2. 2023.5.8 Braun Intertec Willmar Redevelopment Geotechnical Proposal
3. 2023.5.2 BNSF Certification - Proposed Soil Boring Locations in Willmar Industrial Park
4. 2023.5.2 Bonnema Runke BNSF Certification ALTA Survey Estimate
5. 2023.5.4 Glacial Lakes Enviro BNSF Cert Area Phase I ESA Proposal
6. 2023.5.9 Bonnema Runke Land Survey + Easements for Rail Park Nexyst Site - Bonnema Invoice
7. 2023.5.9 Kandi Abstract BNSF Certification - Title Commitment Estimate

RESOLUTION NO.

A BNSF Certification Activities for a Portion of the Willmar Industrial Park

Motion By: _____

Second By:_____

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar to approve the expenditure of \$38,021 from the Willmar Industrial Park Fund for the Kandiyohi County & City of Willmar Economic Development Commission (EDC) to undertake Geotechnical, ALTA Survey, Phase I Environmental Assessment, Easement Delineation, and Title Commitment activities.

MAYOR

Attest:

CITY CLERK

May 8, 2023

Proposal QTB177725

Mr. Aaron Backman
Kandiyohi County and City of Willmar EDA
222 20th Street Southeast
Willmar, MN 56201

Re: Proposal for a Preliminary Geotechnical Evaluation
Willmar Industrial Park – BNSF Certification Area
County State Aid Highway 40
Willmar, Minnesota

Dear Aaron:

Braun Intertec Corporation respectfully submits this proposal to complete a preliminary geotechnical evaluation for the referenced site.

Project Information

Per our discussion, we understand the City of Willmar is marketing this site for potential rail development. A preliminary geotechnical evaluation will be provided as part of the site information for potential developers.

Purpose

The purpose of our preliminary geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on potential development and provide preliminary geotechnical recommendations addressing potential impacts.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that an all-terrain vehicle (ATV) drill rig will be necessary for accessing the soil boring locations. We assume there will be no cause for delays in accessing the boring locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

AA/EOE

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective boring locations, as selected by the City of Willmar, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information, if its available.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 12 standard penetration test borings on the site, extending them to a depth of 20 feet each. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 240 linear feet of borings with grout.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 10 moisture content tests, 3 mechanical analyses (through a #200 sieve only), and 2 Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration

- Final report submittal – within 2 to 3 weeks following completion if the field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$12,575. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or sthayer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

Attachments:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

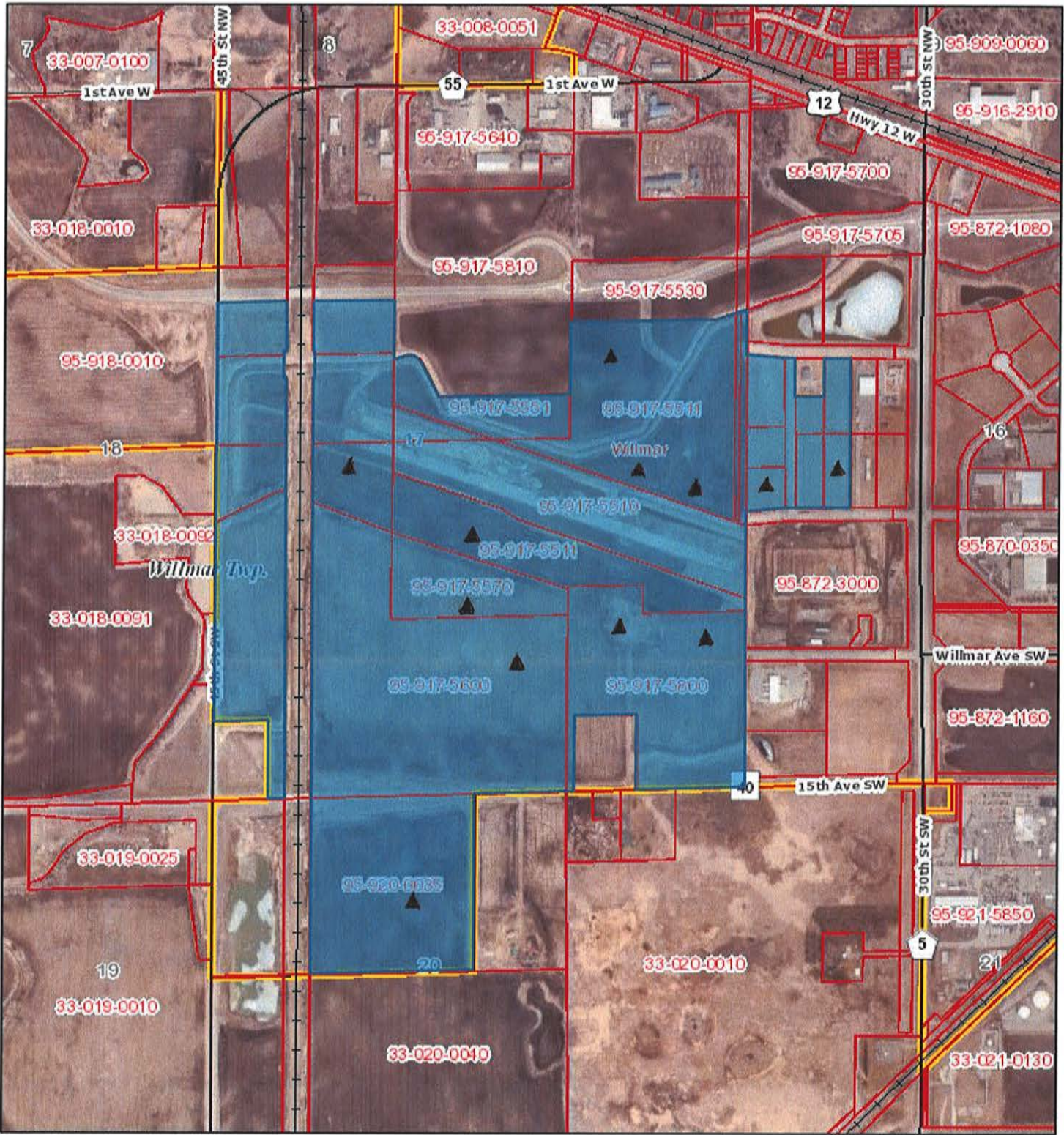
8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

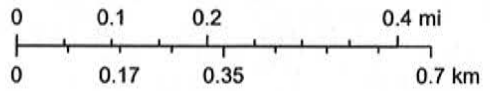
Willmar Industrial Park - BNSF Certification Area (Appx 335 Acres)

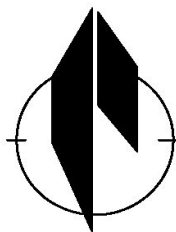


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| —+— Railroad | — County | City Limits |
| Township Roads | — County Gravel | Lines |
| US | — County | Labels |
| State | US & State Highways | Labels |
| — Township | — US | Parcels |
| County Gravel | — State | Waters-Lakes |





Bonnema Runke Stern Inc.

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1
Phone: (320) 231-2844

Willmar, MN 56201
info@BRssurveys.com

Estimate for Surveying Services

May 2, 2023

For: Aaron Backman

Kandiyohi County & City of Willmar EDC

ALTA Survey of BNSF Certification Area

Project Description: ALTA Survey of the proposed BNSF Certification site located in Sections 17 & 20, T119N-R35W, Kandiyohi County, MN.

This estimate includes ALTA Table A items 1, 3, 4, 5, 8 and 11a. It also includes drafting a Certificate of Survey showing the dimensions and results of the survey.

Estimated Amount: **\$7,500.00**



This estimate is for the work described above. This estimate does not include extra time required for the resolution of title problems or boundary conflicts. Any additional work will be performed at an additional fee.

We should be able to begin our work in approximately 1-1½ weeks after being notified to proceed. If you would like us to proceed, we ask that you would sign this quote below and return it to us.

If you have any questions regarding this estimate please feel free to give us a call.

Thank you for considering us to be of service to you.

Sincerely,

Matthew Runke - Land Surveyor
BONNEMA RUNKE STERN INC.

Client Signature

Please Proceed with the above Survey

Signed _____

Date _____

copyright 2023 - Bonnema Runke Stern Inc.



May 4, 2023

Aaron Backman
Executive Director
Kandiyohi County and City of Willmar EDC
PO Box 1783
Willmar, Minnesota 56201

Re: Phase I Environmental Site Assessment Proposal, Approximately 335-Acre BNSF Certification Area, Willmar Industrial Park, Willmar, Minnesota

Dear Mr. Backman:

This letter and attachments represent *Glacial Lakes Environmental Consulting, Inc.'s* (GLEC) proposal to conduct a Phase I Environmental Site Assessment of the approximately 335-acre parcel located in the Willmar Industrial Park proposed as the Burlington Northern Sante Fe Certification Area (**Property**). We have attached the map provided by the Kandiyohi County and City of Willmar Economic Development Commission (Kandiyohi County and City of Willmar EDC) that depicts the area of the **Property** as that shaded in blue. It is our understanding that the **Property** consists of multiple parcels that have historically been occupied by vacant agricultural cropland, airport runways, and a farmstead.

In general, a Phase I ESA is comprised of researching historical uses of the **Property**; conducting a reconnaissance to evaluate current uses and the condition of the **Property**; searching a regulatory database to review government environmental records for the **Property** and surrounding area; and conducting interviews with owners, occupants, and/or local agency officials. Upon completing these tasks, a report summarizing the information obtained will be completed. Sampling of any sort is not part of a standard Phase I ESA. Please carefully read the attached **PHASE I ENVIRONMENTAL SITE ASSESSMENT SCOPE OF SERVICES**. As noted on Page 5 of the Scope of Services, specific information pertaining to the **Property** is required of the User (Kandiyohi County and City of Willmar EDC) to successfully complete the Phase I ESA process.

The Scope of Services and cost estimate are based on information that you provided to GLEC. If the attached scope of services does not change, the Phase I ESA will be conducted for a fixed amount of \$2,850.00. GLEC will begin the Phase I ESA process following the receipt of the signed proposal and professional services agreement (PSA). It is our understanding the Phase I ESA report will be completed within 30 to 60 days from the date of this proposal.

If a reliance letter for the completed Phase I ESA is required for any entities other than the intended User (Kandiyohi County and City of Willmar EDC) noted in this proposal, GLEC will provide them for an amount of \$400.00 per additional user. Also, if additional authorized services are necessary, they will be provided in accordance with the terms and conditions in the attached Professional Services Agreement (PSA).

If this entire agreement is acceptable, please sign and return the signature pages for the proposal and PSA and return them to me via email (tterhaar@gl-ec.com) or fax (866-313-1692). Please call me at 320-905-5846 if you have any questions.

Sincerely,

Glacial Lakes Environmental Consulting, Inc.



Todd Terhaar
Project Manager

Attachments: Scope of Services - Phase I Environmental Site Assessment
Professional Services Agreement
Willmar Industrial Park Map

The undersigned in an authorized representative of TNC, and having read the attachments, authorizes ***Glacial Lakes Environmental Consulting, Inc.*** to proceed in accordance with the terms and conditions of this proposal and agrees to be responsible for payment.

Date

Client Name

Authorized Signature

Title



SCOPE OF SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT

INTRODUCTION

Glacial Lakes Environmental Consulting, Inc. (GLEC) will conduct the Phase I Environmental Site Assessment (Phase I ESA) in general conformance with ASTM Standard Practice E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process).

The purpose of this practice is to define good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the “landowner liability protections,” or “LLPs”). Note that controlled substances are not included within the scope of this standard. However, persons conducting an environmental site assessment as part of an EPA Brownfields Assessment and Characterization Grant awarded under CERCLA must include controlled substances as defined in the Controlled Substances Act within the scope of the assessment investigations to the extent directed in the terms and conditions of the specific grant or cooperative agreement.

The goal of the processes established by this practice is to identify *recognized environmental conditions* in connection with the subject property. As stated in ASTM Practice E 1527-21, “The term *recognized environmental condition* means the (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. A *de minimis* condition is not a recognized environmental condition.”

Although not its intended use, it is common for the Phase I ESA to be utilized as a tool to evaluate business risk associated with a property. Certain environmental conditions, such as asbestos-containing building materials, PCB-containing building materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, biological agents, and mold may exist on the subject property, yet an evaluation into their presence or lack thereof is beyond the ASTM E 1527-21 standard scope of services.

This Phase I ESA will be conducted according to the ASTM E 1527-21 standard scope of services and therefore will not include evaluating the property for environmental conditions not included in the range of contaminants within the scope of CERCLA and petroleum products. If an evaluation into such non-scope environmental condition(s) is desired, a modified scope of work and associated cost estimate can be completed.

SCOPE OF SERVICES

The Phase I ESA will be completed in a series of tasks that include research into historical land use activities on the subject property, a review of government environmental records, on-site observations of the buildings and the land surface at the subject property, interviews, and a written report. A detailed scope of services follows.

Records Review

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the property. Records information will be reviewed from standard sources, including government environmental records, which are reasonably ascertainable from those standard sources. Reasonably ascertainable records include information that is publicly available, information that is obtainable from its source within reasonable time and cost restraints, and information that is practically reviewable.

For purposes of reviewing regulatory records, an inquiry will be submitted to an environmental database managing company for a file search of identified sites within their respective minimum search distance from the subject property. As required by the ASTM Standard, the following federal and state records will be reviewed to evaluate potential environmental impacts on the subject property:

Federal Records

- NPL National Priorities List (Superfund) Site Database
- RCRA CORRACT Corrective Action facilities under RCRA (Resource Conservation and Recovery Act)
- NPL Delisted Delisted National Priority List Site Database
- CERCLIS Comprehensive Environmental Response, Compensation, and Liability Information System Database
- NFRAP CERCLIS – No Further Remedial Action Planned
- RCRA TSD Hazardous Waste Treatment, Storage, and Disposal Facilities
- RCRA GEN Licensed Generators of Hazardous Waste
- ERNS Emergency Response Notification System Database
- Federal IC/EC Federal Brownfields Program Database and Institutional/Engineering Controls Database

State Records

- State/Tribal Sites State/Tribal Equivalent NPL and CERCLIS Database
- State/Tribal VCP State/Tribal Voluntary Investigation and Cleanup Program Database
- State/Tribal Brownsfields State/Tribal Brownfields Program Database and Institutional/Engineering Controls Registry
- State/Tribal SWL State/Tribal Permitted Solid Waste Disposal Facilities Database
- State/Tribal LUST State/Tribal Leaking Underground Storage Tank Database
- State/Tribal UST/AST State/Tribal Registered Underground Storage Tank and Aboveground Storage Database
- State/Tribal IC/EC State/Tribal Institutional/Engineering Controls Database

Please note that detailed regulatory file review of any of the sites identified on the above databases is outside the scope of this assessment and may be recommended as part of a Phase II ESA.

In addition to the regulatory review, research into historical land use activities on and near the subject property will be conducted. At a minimum, available public domain aerial photographs, insurance maps, published city directories, and geologic publications will be reviewed. Please note that only those sources that are reasonably ascertainable and practically reviewable as defined in the ASTM Standard will be utilized.

Site Reconnaissance

An environmental professional of GLEC will travel to the subject property to visually and physically inspect the buildings, land surface, and adjacent properties. The GLEC representative will observe the subject property and immediate vicinity in an attempt to identify the following:

- Current layout of the subject property
- Current and past uses of the subject property
- Current and past uses of adjacent properties
- Physical setting of the subject property and surrounding area
- Current and past water supply and sewage disposal systems
- Current or past uses of hazardous substances and/or petroleum products
- Current or past presence of aboveground storage tanks or underground storage tanks
- Presence of any obvious odors
- Presence of surface water, pools, and/or sumps
- Current or past presence of drums or containers
- Stained soil and/or stressed vegetation

Interviews

Interviews will be conducted with a key site manager as defined by the ASTM Standard to obtain information indicating recognized environmental conditions in connection with the subject property. In addition, interviews with past owners, operators, and occupants of the subject property who are likely to have material information regarding the potential for contamination at the subject property shall be conducted to the extent that they have been identified and that the information likely to be obtained is not duplicative of information already obtained from other sources. Also, in cases where the subject property is abandoned with evidence of unauthorized uses or uncontrolled access, interviews shall be conducted with at least one owner or occupant of neighboring properties. Finally, an interview shall be conducted with a state and/or local government official who may have knowledge of past and present land use activities. Once again, the intent of conducting the interviews is to gather as much information on past land use activities as possible in order to identify any recognized environmental conditions in connection with the subject property.

Report

A qualified environmental professional from GLEC will oversee the completion of the Phase I ESA report so as to describe all services performed in sufficient detail to permit another party to reconstruct the work performed. The report will have a Findings section that identifies those features, activities, uses, and conditions that, in the judgement of GLEC, may indicate the presence or likely presence of hazardous substances or petroleum products at the subject property. The report will identify significant data gaps in the Findings section of the report. The resources and/or sources of information that were consulted to address the significant data gaps shall also be identified in the report. The report will include GLEC's opinion(s) and supporting rationale regarding the likely impact to the subject property from features, activities, uses, and conditions identified in the Findings section. The opinions will include GLEC's rationale for concluding that the finding is or is not a recognized environmental condition, controlled recognized environmental condition, historical recognized environmental condition, or de minimus condition. Finally, the report will have a Conclusions section that lists all the recognized environmental conditions (including controlled recognized environmental conditions) and significant data gaps connected to the subject property.

RESPONSIBILITIES OF THE USER

Upon granting authorization to proceed with the Phase I ESA, the User must provide certain information to facilitate the completion of the Phase I ESA. In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “Brownfields Amendments”), the user must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

- (1) **Environmental liens that are filed or recorded against the subject property (40 CFR 312.25).**
Did a search of land title records (or judicial records where appropriate, see Note 1 below) identify any environmental liens filed or recorded against the subject property under federal, tribal, state or local law?
NOTE 1 – In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases, judicial records must be searched for environmental liens and AULs.
- (2) **Activity and land use limitations that are in place on the subject property or that have been filed or recorded against the subject property.**
Did a search of land title records (or judicial records where appropriate, see Note 1 above) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state or local law?
- (3) **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**
Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
- (4) **Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).**
Does the purchase price being paid for this subject property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?
- (5) **Commonly known or reasonably ascertainable information about the subject property (40 CFR 312.30).**
Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,
 - (a.) Do you know the past uses of the subject property?
 - (b.) Do you know of specific chemicals that are present or once were present at the subject property?
 - (c.) Do you know of spills or other chemical releases that have taken place at the subject property?
 - (d.) Do you know of any environmental cleanups that have taken place at the subject property?
- (6) **The degree of obviousness of the presence of likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**
Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of releases at the subject property?

Although not required by the ASTM Standard, the following list of additional information would be helpful in conducting the Phase I ESA promptly and accurately:

- Property address(es)
- Building occupants with business description
- Any matters of confidentiality
- Building specifications and as-builts
- Subject property surveyed drawings



Professional Services Agreement

This Agreement, made on the 4th day of May 2023 by and between Glacial Lakes Environmental Consulting, Inc. hereinafter ("Contractor"), a Minnesota corporation with principal office located 76941 145th Street, Sacred Heart, MN, 56285, and the Kandiyohi County and City of Willmar Economic Development Commission, PO Box 1783, Willmar, MN 56201, hereinafter ("CLIENT"), with project site located in the Willmar Industrial Park in Willmar, Minnesota.

The parties to this Agreement in consideration of the mutual covenants and understandings contained herein, agree as follows:

I. SCOPE OF SERVICES

Contractor shall perform engineering and consulting services at the Project Site according to the provisions of this Agreement and such other proposals, quotations, purchase orders and other addenda which the parties may from time to time incorporate into the Agreement. Contractor shall not perform services in excess and beyond the scope of this Agreement unless CLIENT shall specifically direct such services.

II. COMPENSATION

CLIENT agrees to pay Contractor for services performed in accordance with the Schedule of Fees provided in the proposal, quotation, purchase order or other addenda attached to this Agreement, or as the parties shall agree from time to time. A statement of the estimated cost for services is not a firm figure unless stated as such. If there is no other agreement, CLIENT shall pay for services according to Contractor's most current Schedule of Fees.

Cost estimates are based upon the best judgment of the requirements known at the time of the proposal and may be influenced by CLIENT needs as well as unforeseen circumstances. Contractor will perform its services within the estimated costs to the extent practicable and will notify the CLIENT in advance of material variances in excess of twenty (20) percent.

III. INVOICES AND PAYMENTS

CLIENT agrees to pay all invoices upon receipt. Invoices not paid within thirty (30) days are subject to interest at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. Contractor may, after giving written notice suspend services without liability until CLIENT has paid in full all amounts due for services rendered and expenses incurred, including interest or past due accounts. In the event CLIENT fails to pay Contractor within sixty (60) days following the invoice date, Contractor may consider the default a total breach of the Agreement, and may, at its option, terminate all of its duties without liability to CLIENT or others.

IV. TAX AND FEES ON SERVICES

CLIENT agrees to pay the amount of any tax, license, or other fee (local, state or federal) that may be imposed on the provision of services under this Agreement. CLIENT also agrees to pay the cost of all permits required to complete the provision of services under this Agreement.

V. ACCESS

CLIENT grants to Contractor and its subcontractors the authority and permission to enter the Project Site where services are to be performed. It is recognized and understood by CLIENT that the investigation of the Project Site by drilling, borings, excavation, etc., involves an inherent risk and may alter the existing site condition as well as affect the environment in the Project Site area. Contractor will take reasonable precautions to minimize damage to the Project Site. Contractor, however, has not included the cost of restoration for damage resulting from the provision of services in the estimated charge for services. Contractor will not be liable for said costs or damages. The cost for restoration and returning the Project Site to its original condition is the responsibility of the CLIENT. If the CLIENT directs, Contractor will restore the Project Site and add the cost of restoration to the charge for services.

VI. CONTRACTOR RESPONSIBILITIES

A. Contractor represents that it is licensed and authorized to work in the State of Minnesota.

B. Contractor represents that it is engaged in the business of consulting and engineering with regard to environmental investigations.

C. The performance of services under this Agreement shall meet current scientific and engineering standard in effect in the industry at the time the services are performed. There services shall be carried out with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in the same locality.

D. Contractor provides no other representations to CLIENT, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

VII. CLIENT RESPONSIBILITIES

A. CLIENT agrees to provide Contractor with all known information regarding the existing and proposed condition of the Project Site. CLIENT will provide Contractor with any new information as such information becomes available. CLIENT warrants the completeness and accuracy of information supplied to Contractor and acknowledges the contractor is relying upon such information in the performance of services under this Agreement.

B. CLIENT shall notify Contractor of any known potential or possible health or safety hazards or condition existing on or near the Project Site prior to the commencement of services under this Agreement.

C. CLIENT shall correctly show on plans or surveys furnished to Contractor, the location of all subsurface structures, such as pipes, tanks, cables, and utilities. CLIENT agrees to indemnify and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors, from and against all claims, damages, losses and related expenses involving subsurface structures.

D. CLIENT shall be fully responsible for the cooperation and safety of its employees during the provision of services under this Agreement.

E. CLIENT shall be fully responsible for the reporting of any environmental matters to the proper federal, state, and local regulatory authorities as may be required by law.

F. CLIENT recognizes that environmental, geological, hydrogeologic, and geotechnical conditions at the Project Site may vary from those encountered during the provision of services under this Agreement. The accuracy of services relating to specific tests (e.g., a specific soil boring) may not represent conditions a short distance away. CLIENT acknowledged that the use of tests, calculations, analyses, methods, and procedures are in a constant state of refinement by regulatory agencies and advancements in the field. Further, the provision of services relating to contamination or hazardous waste conditions is subject to changing and evolving standards. CLIENT recognizes that projects involving hazardous substances or contaminated materials may not perform as anticipated or may be subject to government regulations that require the achievement of results not contemplated by CLIENT or which cannot be accomplished under current conditions.

VIII. SAMPLES

Contractor shall retain soil, rock, water, and other samples from the Project Site for a period of thirty (30) days following analysis. The samples will be discarded or returned to CLIENT at Contractor's discretion, unless CLIENT requests specific disposition at CLIENT's cost and expense.

IX. REPORTS

Unless otherwise directed, Contractor will provide one copy of each report documenting the provision of services herein to the CLIENT. All reports, notes, logs, field data, tests, laboratory analyses, calculations, and other documents instruments of service herein, shall remain the property of Contractor. The use of documents prepared by Contractor shall be limited to the defined scope of services identified in the Agreement. Any other use or reuse shall be at CLIENT's sole risk and CLIENT agrees to indemnify, defend, and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors for all claims, damages, and expenses arising out of such other use. If CLIENT does not pay for Contractor's services, CLIENT agrees that all reports and other work will be returned to Contractor and will not be used by CLIENT for any purpose whatsoever.

X. CONFIDENTIALITY

The parties shall not release any information concerning services under the Agreement except with the express prior authorization of the other party. Contractor, upon the request of CLIENT shall execute reasonable and customary confidentiality agreements furnished by CLIENT. CLIENT agrees that Contractor may use and publish CLIENT's name and a general description of services provided in describing Contractor's experience and qualifications to other clients or potential clients.

XI. INSURANCE

Contractor shall maintain (1) Workers' Compensation and employee's liability insurance coverage in accordance with statutory requirements, and (2) comprehensive general and automobile liability insurance coverage. Contractor will furnish a certificate of insurance upon request. If CLIENT requests increased or additional insurance coverage, Contractor will purchase such coverage, if obtainable, at the sole cost and expense of CLIENT.

XII. LIMITATION OF LIABILITY

The liability of Contractor, its agents, and subcontractors, for claims of loss or damage in the performance of services under this Agreement, shall not exceed 100% of the compensation received by Contractor as its professional fee under this Agreement. In no event shall the parties hereto or their agents and representatives be liable for special, incidental, consequential, or penal losses or damages, including but not limited to delay, loss of use, loss of profits, loss opportunity, loss of product, or revenue or cost of capital. The CLIENT agrees to indemnify, defend and hold Contractor and its agents and representative harmless from and against all claims, losses, damages, costs, and liabilities arising out of or in any way connected with the presence, discharge, release, or escape of any hazardous substance, hazardous waste, pesticide, toxic substance, pollutant, or contaminant at or under the Project Site before, during or after the provision of services under this Agreement.

XIII. TIME BAR TO LEGAL ACTION

All legal actions be either party against the other for any claim, loss, damage, liability, or cost for breach of this Agreement shall be barred within six (6) months from the time the claim arose, or, within one (1) year from the completion services by Contractor, whichever is earlier. In no event shall Contractor be liable unless CLIENT has notified Contractor within thirty (30) days of the discovery of the claim, loss, Or damage.

XIV. INDEPENDENT CONTRACTOR

The relationship of Contractor to CLIENT is that of an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association.

XV. ENTIRE AGREEMENT

This Agreement constitutes the final and complete agreement between the parties and supersedes all prior agreements, representations, and negotiations, whether written or oral. In no event shall the preprinted terms or conditions stated on any CLIENT purchase or work order be considered an amendment or modification of this Agreement. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

XVI. ASSIGNMENT

Neither party to this Agreement shall assign the duties and obligations hereunder without the written consent of the other party. The use of subcontractors shall not constitute an assignment by Contractor.

XVII. SEVERABILITY AND WAIVER

If any section, subsection, sentence or clause of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect the legality validity or enforceability of the Agreement as a whole or any other section subsection, sentence, or clause. The waiver of any provision contained in this Agreement by any parties shall not be construed as a waiver of any other provision of the Agreement.

XVIII. FORCE MAJEURE

Contractor will have no liability for any failure to perform due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fires, flood, explosions, acts of nature, acts of government, delays in transportation, or inability to obtain material or equipment.

XIX. TERMINATION

This Agreement may be terminated by either party in whole or in part and at any time, with or without cause, upon ten (10) days' written notice. In the event of such a cancellation, Contractor shall be entitled to payment of work or services performed.

After receipt of a notice of cancellation, and except as otherwise directed, contractor shall:

- A. Discontinue the provision of services under this Agreement to the extent specified in the notice of cancellation.
- B. Cancel all orders and subcontracts to the extent that they relate to the performance of services canceled by the notice of cancellation.
- D. Complete performance of such services as shall not have been canceled by the notice of cancellation.

XX. NOTICES

All notices which are required under this Agreement shall be mailed or delivered to the parties as identified in the introduction of this Agreement, or as otherwise directed by the parties.

XXI. GOVERNING LAW

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, construction, validity, and performance of this Agreement.

XXII. COUNTERPARTS

This Agreement may be signed in counterparts of by facsimile, all of which taken together shall constitute execution of the full agreement by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below.

Kandiyohi County and City of Willmar EDC

BY: _____
(Authorized Signature)

TITLE: _____

DATED: _____

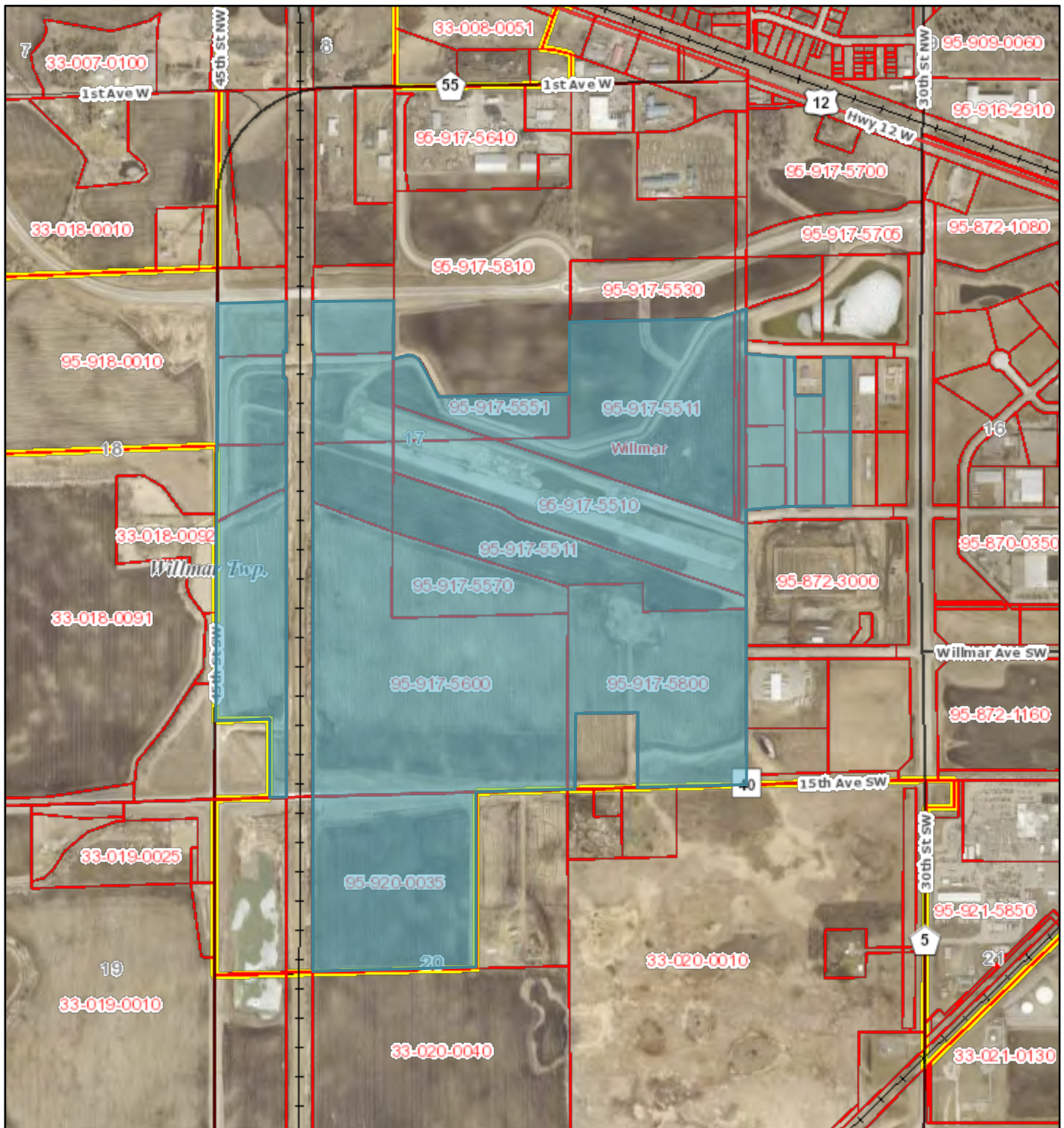


BY: _____ Todd Terhaar

TITLE: _____ Project Manager

DATED: _____ May 4, 2023

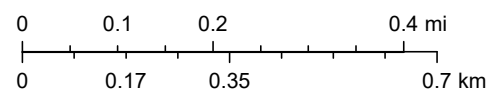
Willmar Industrial Park - BNSF Certification Area (Appx 335 Acres)



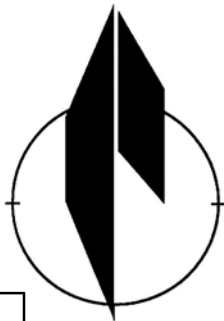
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| —+— Railroad | County | City Limits |
| Township Roads | County Gravel | Lines |
| US | County | Labels |
| State | US & State Highways | Labels |
| Township | US | Parcels |
| County Gravel | State | Waters-Lakes |



Invoice Date **5/9/2023**



Bonnema Runke Stern Inc.
Professional Land Surveyors

4566 Hwy 71 NE, Suite 1
Willmar, Minnesota 56201

Phone : 320-231-2844

CLIENT

Kandiyohi County & City of Willmar
EDC
222 20th St SE
Willmar, MN 56201

PROJECT DESCRIPTION

See Project Description Below

Job Number : **23-211**

Terms : **Net 30**

Location : **Nexyst Site**

QUANTITY	RATE	DESCRIPTION	AMOUNT
13	105.00	Licensed Professional Land Surveyor	1,365.00
4	75.00	Office Technician (Comps, Research & Drafting)	300.00
4.25	125.00	Survey Field Technician	531.25
PROJECT DESCRIPTION: Survey of the proposed Nexyst Site located in Section 17, T119N-R35W, Kandiyohi County, Minnesota. Includes preparing 4 different layouts of the proposed parcel & easements. Also, includes preparing a Land Description and Survey for the Early Access Agreement.			

Thanks for allowing us to be of service!!

We encourage you to remit your payment promptly! An 18% annual finance charge will be applied to your account once the due date has passed (computed from the Invoice Date listed at the top of the page). We will be pursuing court action, at the expense of the client, approximately 90 days after this statement has been billed if it remains unpaid, or we will turn your account over to a collection agency. Thanks

DUE DATE : 6/8/2023

Lien Date:

Project Total: \$2,196.25

Pre-Paid Amt:

Bal Due after Pre-Pay

Type of Survey: Prop

Aaron Backman

From: Matt Runke <mattr@brssurveys.com>
Sent: Tuesday, May 9, 2023 3:26 PM
To: Aaron Backman
Subject: FW: Kandiyohi County - City of Willmar EDC

Hi Aaron:

Here's the cost estimate from Kandi Abstract for the BNSF Certification project. I'll get an e-mail to Robert Scott to see if he has abstracts for any of these parcels.

Thanks,

Matt

From: Josh Danielson <josh@kandiyohiabstrac.com>
Sent: Tuesday, May 9, 2023 2:01 PM
To: Matt Runke <mattr@brssurveys.com>
Subject: RE: Kandiyohi County - City of Willmar EDC

Matt – We are estimating \$300 per parcel x 43 parcels = \$12,900. Some parcels only require a tract search from the prior but others we needed to do full 40 year searches. That price includes the title commitment/exams.

Please let me know if you have any questions.

Thanks,

Josh Danielson | President | Kandiyohi Abstract & Title Co. and Meeker Title Services, Inc.
309 Lakeland Drive SE, Suite 4, Willmar MN 56201 Tel: 320.235.9770 Fax: 320.235.9771
kandiyohiabstrac.net



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Gary Manzer, Public Works Director
Item:	19th Ave Path Professional Services Agreement		

RECOMMENDED ACTION:

Adopt the resolution entering into a professional services agreement with Bolton and Menk, Inc. for the design and construction services of the 19th Avenue Path Project in the amount of \$155,000.

OVERVIEW:

The City was awarded \$500,000 in Active Transportation funds for the construction of approximately 1.25 miles of 10-foot multi-use trail along 19th Avenue between 15th Street SW and 5th Street SE.

Bolton and Menk, Inc. submitted a proposal for the design and construction related services of the project. This will include design of the trail, and construction management to ensure compliance with the contract documents. Their proposed schedule includes completion of design in September, 2023 and construction starting June, 2024.

BUDGETARY/FISCAL ISSUES:

Design	\$85,000
<u>Construction Services</u>	<u>\$70,000</u>
Total	\$155,000

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution - ACCEPT SVCS BOLTON AND MENK 19TH AVE TRAIL
2. Bolton and Menk 19th Avenue Path Proposal

Resolution No._____

A RESOLUTION AWARDING THE ENGINEERING PROFESSIONAL SERVICES: PROJECT NO. 2304-B 19TH AVENUE TRAIL TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$155,000.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the professional services of Project No. 2304-B 19th Avenue Trail improvement projects is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$155,000.

Dated this 15th day of May, 2023

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

May 9, 2023

Gary Manzer
Public Works Director
801 Industrial Drive SW
Willmar, MN 56201

RE: 19th Avenue Path Improvement Project

Dear Gary,

Bolton & Menk, Inc., is pleased to submit this proposal for the 19th Avenue Multiuse Trail Improvement Project. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

SCOPE OF SERVICES

The City of Willmar was awarded \$500,000 in Active Transportation funds for the construction of approximately 1.25 miles of 10-foot multiuse trail along 19th Avenue between 15th Street SW and 5th Street SE. The anticipated City project number associated with this project is 2304-B. Please see the enclosed **Figure 1** illustrating the project location. The tasks associated with the improvements are as follows:

1. Design

Bolton & Menk, Inc. will obtain topographical data based on NAD 83 horizontal and NAVD 88 vertical datums along the project area. A Gopher State One Call ticket will be generated for the project. Bolton & Menk, Inc. will work with city and municipal utilities staff to verify that all utilities are accounted for.

Bolton & Menk will prepare 30% plans and a cost estimate for the improvements and review them with city and utilities staff.

The improvements will likely require permits including a NPDES Construction Stormwater permit. Bolton & Menk will prepare applications for all required permits and a comprehensive list of permits with the corresponding fees will be provided to the city. All permit fees will be the responsibility of the City of Willmar. As part of the permitting process, Bolton & Menk will verify and document regulations associated with the improvements.

Bolton & Menk, Inc. will provide 90% design plans and a project manual including technical specifications and SWPPP requirements for the review of the city and utilities staff. A utility meeting will be held to verify the location of all existing utilities and identify any conflicts. Following review of the 90% plans, final plans and specifications incorporating comments received will be prepared for the project. In addition, a construction cost estimate will be provided. The plans, specifications, and engineer's estimate will be sent to State Aid for their

review and approval.

Bolton & Menk will prepare the project advertisements for bids while working closely with city staff to ensure the bid opening date fits with council meeting schedules. The project will be advertised for a minimum of 21 days in the West Central Tribune, QuestCDN, and our website. Advertisement costs will be the responsibility of the City of Willmar.

Bolton & Menk, Inc. will distribute bidding documents, prepare any required addenda, conduct the project bid opening, and prepare contract documents.

2. Construction Services

Bolton & Menk, Inc. will administer the construction contract ensuring compliance with the contract documents on behalf of the city while communicating regularly with city staff. We will also provide construction staking and construction observation for the improvements. The Resident Project Representative will provide recommendations regarding the contractor's work, provide clarifications and interpretations of the contract documents based on contractor inquiries, recommend change orders and work change directives and prepare all necessary documents. In addition, the RPR will review and approve shop drawings, and samples as wells as log and track all submittals. Substitutes proposed by the contractor will be evaluated for compliance with the contract documents. The RPR will also observe special inspections or tests such as televising, quality compaction, and review material certifications for compliance with the contract documents. The RPR will document the contractor's progress and prepare and process payment applications based on the work completed. Upon completion of the project, Bolton & Menk, Inc. will prepare the project record drawings.

Prior to recommending approval of the final project payment applications, Bolton & Menk, Inc. will verify all information required by the contract documents is accounted for and a copy of the information exists in the hard copy and electronic project files. We will conduct a final review of the project with city staff for the purpose of preparing final project punchlists prior to final project payment being issued to the contractor. After all project punch list items have been completed and all paperwork required by the contract has been received from the contractor, Bolton & Menk, Inc. will prepare a letter of acceptance recommending final payment be made to close the contract.

Bolton & Menk staff will meet with concerned citizens to discuss the project and address questions and concerns in a timely manner. We also understand the importance of good communication with all city staff and will provide the information required from the project to maintain the city's asset management system. Bolton and Menk, Inc. will keep the city council and staff informed of the project status and attend meetings when the project is on the agenda to present information regarding the project and respond to questions. We will provide the necessary meeting materials, including change orders, reports, resolutions, and presentations. State funds have been identified as one of the funding sources for the project, which will require prevailing wage rates. Bolton and Menk will provide wage compliance monitoring as required on state funded projects. Upon completion of the project, we will also provide the city with hard and electronic copies of the entire project file.

This proposal does not include any services related to geo-technical investigations or construction materials testing. These services are available upon request.

Compensation

We propose to complete the services identified in the above Scope of Services for an HOURLY NOT TO EXCEED fee of \$155,000. The breakdown of those costs are as follows:

	2304-B
1. Design	\$ 85,000
2. Construction Services	\$ 70,000
Total:	\$155,000

Preliminary Schedule

Bolton & Menk, Inc. will begin design immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated dates for completion and will be adjusted as the project progresses:

	2304-B
1. Design	September 2023
2. Construction Services	June 2024

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. The City will only be invoiced for the time spent on the project. Any significant changes to the project scope initiated by the Owner may require an additional fee. Any additional fees will be billed at our Standard Hourly Rates. In addition, Bolton & Menk, Inc. is also willing to provide additional services which have not been mentioned above at our Standard Hourly Rates.

If you have any questions regarding our proposal, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We look forward to assisting you with another successful project and appreciate the opportunity to continue to serve the City of Willmar. We are prepared to proceed upon your notification.

Sincerely,

Bolton & Menk, Inc.



Joshua J. Halvorson
Principal Engineer



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.F.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Jonah Johnson, Information Systems Coordinator
Item:	Consider Amendments to the City of Willmar Computer Use Policy		

RECOMMENDED ACTION:

That the Council Approve the Amended Computer Use Policy.

OVERVIEW:

City Staff have reviewed and amended the current Computer Use Policy from 2003. The amended policy is essentially a complete rewrite, striking equipment, software, and procedures that are no longer used in our work environment while adding in current equipment and best practices to be included in the workplace.

The policy discusses several topics, including; Personal Use, Hardware, Software, Security, Internet, and Data Retention.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Computer Use Policy_Proposed
2. Computer Use Policy_Current

City of Willmar, Minnesota

Computer Use Policy

Adopted: May 15, 2023

General Information

This policy serves to protect the security and integrity of the City's electronic communication and information systems by educating employees about the appropriate and safe use of available technology resources.

Computers and related equipment used by City employees are the property of the City. The City reserves the right to inspect, without notice, all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City may conduct inspections on an as-needed basis as determined by the City Administrator.

Beyond this policy, the city's Information Services Department may distribute information regarding precautions and actions needed to protect City systems; all employees are responsible for reading and following the guidance and directives in these communications.

Personal Use

The City recognizes that some personal use of City-owned computers and related equipment has and will continue to occur. Some controls are necessary, however, to protect the City's equipment and computer network and to prevent abuse of this privilege.

Reasonable, incidental personal use of City computers and software (e.g., word processing, spreadsheets, email, Internet, etc.) is allowed but should never preempt or interfere with work. All use of City computers and software, including personal use, must adhere to provisions in this policy, including the following:

- Employees shall not connect personal peripheral tools or equipment (such as printers, digital cameras, disks, USB drives, or flash cards) to City-owned systems without prior approval from the Information Systems Coordinator. If permission to connect these tools/peripherals is granted, the employee must follow the provided directions for protecting the City's computer network.
- Personal files should not be stored on City computer equipment. Information Services staff will delete these types of files if found on the network, computers, or other City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities, or other uses deemed by the City Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate, it should be forwarded to City Administration for a determination.

Hardware

In general, the City will provide the hardware required for an employee to perform their job duties. Requests for new or different equipment should be made to your department supervisor, who will forward the request to Information Services.

Only City staff may use City computer equipment. Use of City equipment by family members, friends, or others is strictly prohibited.

Employees are responsible for the proper use and care of City-owned computer equipment. City computer equipment must be secured while off City premises; do not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment should not be exposed to extreme temperatures or humidity. If a computer is exposed to extreme heat, cold, or humidity, it should be allowed to achieve normal room temperature and humidity before being turned on.

Software

In general, the City will provide the software required for an employee to perform their job duties. Requests for new or different software should be made to your department supervisor, who will forward the request to Information Services.

Employees shall not download or install any software on their computer without the prior approval of the Information Systems Coordinator. Exceptions to this include updates to software approved by Information Services, such as Microsoft updates or other productivity software updates. The Information Systems Coordinator may, without notice, remove any unauthorized programs or software, equipment, downloads, or other resources.

Electronic Mail: The City provides employees with an email address for work-related use. It is advised that employees do not use this email address for personal use, as access to their email account will not be available when the employee is no longer employed by the City.

Employee emails (including those that are personal in nature) may be considered public data for both e-discovery and information requests and may not be protected by privacy laws. Email may also be monitored as directed by the City's authorized staff and without notice to the employee.

Employees must adhere to these email guidelines:

- Never transmit an email you would not want your supervisor, other employees, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, swearing, etc.).
- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, and medical information).
- Do not open email attachments or links from an unknown sender. Delete junk or "spam" email without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.

Electronic Calendars: A shared calendar environment is provided as part of the City's email software program. All employees are required to keep their electronic calendar up to date and, at a minimum, must grant all staff the ability to view their calendar with Free/Busy time permission.

Instant Messaging: Due to data retention concerns, Instant Messaging (IM) is only allowed for transitory discussions and should be deleted after use. The City only allows IM via Microsoft Teams. Employees are not allowed to use IM as a mechanism for personal communication through the City's computer network or when using City equipment and are not allowed to download or install any other IM software package on their City computer.

Personal Devices: Employees may choose to use their own equipment to read or compose an email or other City data as governed in this policy. Employees understand that by connecting their personal equipment to the City's email system, their personal devices could be searched during an e-discovery or other court-ordered scenarios and agree to grant access to their personal devices should such a situation arise.

Security

Passwords: Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must be at least eight characters long and include at least three of the following: lowercase character; uppercase character; and a number or non-alpha-numeric character (e.g., *, &, %, etc.). (Example: J0yful1y!) Password requirements may be changed as necessary, as determined by the Information Systems Coordinator.
- Passwords should not be shared or told to other staff. If it is necessary to access an employee's computer when they are absent, contact your supervisor or Department Director; Information Systems will not provide access to staff accounts without the approval of the Department Director or City Administrator.
- Passwords should not be stored in any location on or near the computer, or stored electronically, such as in a cell phone or other mobile device.
- Employees must change passwords every 365 days when prompted or on another schedule as determined by the Information Systems Coordinator.

Network access: Non-City-owned computer equipment used in the City's building should only use a wireless connection to the Internet. Under no circumstances should any non-City-owned equipment be connected to the City's computer network via a network cable. Exceptions may be granted by the Information Systems Coordinator.

Remote Access to the Network: Examples of remote access include but are not limited to Outlook Web Access (webmail) and virtual private network (VPN). While connected to City computer resources remotely, all aspects of the City's Computer Use Policy will apply, including the following:

- Remote access to the City's network requires a request from a supervisor and approval from the Information Systems Coordinator. Remote access privileges may be revoked at any time by an employee's supervisor.

- If remote access is from a non-City-owned computer, updated anti-virus software must be installed and operational on the computer equipment, and all critical operating system updates must be installed prior to connecting to the City network remotely. Failure to comply could result in the termination of remote access privileges.
- Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing the City's cellular connection to visit websites.
- Private or confidential data should not be transmitted over an unsecured wireless connection. Wireless connections are not secure and could pose a security risk if used to transmit City passwords or private data while connecting to City resources. Wireless connections include those over cellular networks and wireless access points, regardless of the technology used to connect.

Internet

The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Reasonable personal use of the Internet is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- If an employee's use of the Internet is compromising the integrity of the City's network, Information Services staff may temporarily restrict that employee's access to the Internet. If Information Services staff does restrict access, they will notify the employee, Human Resources, City Administrator, and the employee's manager as soon as possible and work with the employee and manager to rectify the situation.
- The City may monitor or restrict any employee's use of the Internet without prior notice, as deemed appropriate by the employee's manager in consultation with the Human Resources Director and the City Administrator.

Data Retention

Electronic data should be stored and retained in accordance with the City's records retention schedule.

Storing and Transferring Files: If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private, check with your supervisor. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the Information Technology Department.

Employees must adhere to these guidelines when transferring and storing electronic files:

- All electronic files must be stored on identified network drives and folder locations. The City will not back up documents stored on local computer hard drives and holds no responsibility for the recovery of documents on local computer hard drives should they fail. Files may be temporarily stored on a laptop hard drive when an employee is traveling/offsite; however, the files should be copied to the network as soon as possible.

- Electronic files, including emails and business-related materials created on an employee's home or personal computer for City business, must be transferred to and stored in designated locations on the City's network. City-related files should not be stored on an employee's personal computer unless otherwise defined in this policy.
- All removable storage media (e.g., CD-ROM, flash or USB drive, or other storage media) must be verified to be virus-free before being connected to City equipment.
- Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage.
- Email that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City will not retain emails longer than one year on the network or in network back-ups.
- Electronic files or emails that may be classified as protected or private information should be stored in a location on the City's network that is properly secured.
- Any files considered private or confidential should not be stored anywhere other than the City's network. If there is a need to take confidential information offsite, it must be stored on encrypted media; Information Services can assist in the encryption of media.

Employee signature

I have received and read the above policy and have had an opportunity to ask any questions. I understand that my failure to follow this policy may result in disciplinary action, including revocation of system privileges or termination.

_____ (Print Employee Name)

_____ (Employee Signature)

_____ (Print Department Name)

_____ (Date)

CITY OF WILLMAR COMPUTER USE POLICY

DATE ISSUED: June 16, 2003

REVISED:

SECTION I. PURPOSE

To provide guidelines and an understanding of what is acceptable and unacceptable behavior pertaining to the use of computers, computer related accessories, computer stored or generated information, and software. The City acknowledges that everyone benefits from a safe computing environment, therefore, the following policy was written to govern the computer and information resources. The purpose of this policy is to assist the City in protecting the computer system security and assets, to protect the privacy rights of employees, to manage City resources, and to protect the rights of third parties to get appropriate access to statutory information consistent with data practice laws.

In this document, when electronic mail or E-mail is listed, it refers to any internal or external electronic mail system available to City staff or other authorized persons.

The City intends to honor these policies but reserves the right to change them at any time with such prior notices, if any, as may be reasonable under the circumstances.

SECTION 2. HARDWARE USAGE AND COMPUTER RELATED ACCESSORIES

Hardware Policy

If an employee needs to use a computer in a department other than the one to which he or she is assigned, he or she must obtain approval in advance from the Department Head of the other department. Only City employees are authorized to use the City computer equipment.

Software and CD-ROM Policy

The City licenses the use of its computer software and CDs from a variety of outside companies. All City employees who use computers must abide by the license agreements that govern the use of each software application and CD. The City does not own the computer software or CD or its related documentation unless ownership is part of the agreement and, unless authorized by the developer or manufacturer, does not have the right to reproduce it.

The technology services staff will hold and protect the original master diskettes for all authorized software. Authorized software includes any business application software purchased by the City.

The technology services staff will maintain an inventory of each personal computer that includes the PC make and model, and the authorized software installed on it. Staff members who have a personal computer assigned to them must verify that the software installed matches the technology services staff's inventory. The technology services staff may take random inventories throughout the year.

Employees are encouraged to use the computer and computer related accessories (i.e. digital camera, scanner, DVD, CD-ROM) and related items as needed to enhance the performance of their job.

The City offers employees the privilege of personal use of the computers' software and peripherals. However, only City authorized software (as defined in the Software and CD-ROM Policy section) available at the workstation or on the network must be used.

Recognizing that employees will improve their proficiency from practice on the computer, employees may operate the PCs for personal use according to the following rules:

- 1) No hardware/software shall be used for personal use while the employee is on duty.
- 2) No hardware/software shall be used off-duty if other city employees currently need it to conduct city business.
- 3) No hardware/software shall be used in a manner to cause future embarrassment to the employee or the department as a whole. This includes using the equipment to promote political views, viewing pornographic material or anything that would normally be considered illegal or unethical behavior relating to a standard of conduct expected by the public from a public employee.
- 4) Employees must use the computer and printers to print originals only. The equipment is not to be used as a duplicating machine.
- 5) Computer equipment and accessories may not be used by non-department members without the approval of the department head or first line supervisor.

Employees are expected to respect all City owned computers and related equipment. Any misuse/abuse of these items could result in disciplinary actions similar to what would be expected in regard to misuse or abuse of any other department owned equipment. In relation to computer and/or software, misuse/abuse includes but is not limited to:

- 1) Intentional deletion of software files or any informational files unless the files were installed or created by the person who performs the deletion. Personal files may be deleted only by the creator/owner of the files(s) or by a person designated to maintain computer resources and file integrity as assigned .
- 2) Intentional insertion of a virus or similar related program for the purpose of disrupting normal computer functions.

- 3) Attempted hacking of passwords or logging onto a computer system using a password or account name you were not assigned to or authorized for.
- 4) Changing keys or keyboard functions to confuse or prevent the user from performing normal English keyboard typing known as the QWERTY layout.
- 5) Administering any physical effort on equipment causing malfunction or physical damage to the equipment.

SECTION II. SOFTWARE AND COMPUTER GENERATED OR STORED INFORMATION

Employees may store personal work related information (files) on department computer systems. No illegal or unethical material shall be stored on department computer systems. The use of the term “illegal” shall mean any material that promotes behavior considered being statutorily illegal as defined by State of Minnesota and/or Federal laws. The use of the term “unethical” shall mean anything that would normally be considered unethical behavior relating to a standard of conduct expected by the public of a local government employee or in violation of department directives or policy.

No software program shall be installed in a city owned computer unless approved by the person designated as responsible for the maintenance of the department computer systems.

Different workstations may contain different programs depending on the needs of the users at the designated workstation.

SECTION III. EXPECTATION OF PRIVACY

There are limitations to the expectation of privacy relating to digital information created or stored on department owned computers. The expectation of privacy extends only so far as to include an expectation of privacy for information stored in specific directories created for or shared by specific users on a networked system.

The Department Head, or assigned designee, may access any digital information stored on city owned hardware within their respective departments. If digital information (files) are being stored on city owned hardware, then the information is considered to belong to the department even though it may be personal in nature. Examples are given for clarification:

- 1) Example: The department assigns you a personal directory created on department owned equipment. The only person allowed access to this directory is you. Any information held in this directory becomes property of the department since it is being stored on department equipment. The only person with access to this information would be you and the Department Head who has access to and is ultimately responsible for all property within the department. The only exception to this right of privacy is monitoring by the Department Head or assigned

designee to be responsible for maintaining the integrity of digital information stored on department equipment.

- 2) Example: The department assigns the use of a directory to a specific group of individuals created on department owned computer equipment. Your expectation of privacy for information you place into this type of directory structure is limited to you and those that share the directory. This means anyone you share the directory with, has a right to access the information you keep within the designated group directory. This information is also accessible to the Department Head or assigned designee to be responsible for maintaining the integrity of digital information stored on department equipment.
- 3) Example: The department has an information storage area shared by everyone (drive space or directory structure). There is no expectation or right to privacy of files you create and store there since this area and the information it contains is considered to be accessible to everyone. This information is also accessible to the Department Head or assigned designee to be responsible for maintaining the integrity of digital information stored on department equipment.

SECTION IV. ELECTRONIC MAIL (E-MAIL)

This policy outlines city rules and procedures and employee responsibilities for electronic mail (e-mail) messages **sent** or **received** via the city's e-mail systems. E-mail sent and received through a department owned computer is digital information. E-mail correspondence that you keep (archive) is stored on department equipment. This information belongs to the City of Willmar. Do not create, forward or send any information that is illegal, or in violation of department directives or policy, would cause you embarrassment, or is sensitive in nature.

Purpose

The purpose of e-mail is to conduct city business. Use e-mail as you would send a postcard. Anyone in the mail chain could read the message! Do not e-mail anything that you would be offended to have your intended recipients pass on to others.

Ownership

E-mail equipment and messages are city property. Messages that are created, sent or received using the city's e-mail system are the property of the city. The city reserves the right to access and disclose the contents of all messages created, sent or received using its e-mail system.

Usage

All e-mail communication must be handled in the same manner as a letter, fax, memo or other governmental communications. No commercial messages, employee solicitations, messages of a religious or political nature are to be distributed using city e-mail. E-mail messages may not contain content that may be considered offensive or disruptive. Offensive content includes but is not limited to obscene or harassing language or images, racial, ethnic, sexual or gender specific comments or images or other comments or images that would offend someone on the basis of their religious or political beliefs, sexual orientation, national origin or age. Employees may not retrieve or read e-mail that was not sent to them unless authorized by the city or by the e-mail recipient.

Non-Business E-mail

Incidental and occasional personal use of electronic mail by employees is allowable but should not interfere with or conflict with business use. Employees should exercise good judgment regarding the reasonableness of personal use. Such messages become the property of the city and are subject to the same conditions as city e-mail.

Other e-mail issues may be addressed in this policy or included as part of the city's overall information systems standards and procedures. They include:

- * Virus checking of attachments
- * Archival/storage of old messages
- * Use of distribution lists
- * Restricting use of "copy all" for sending or responding to messages

SECTION V. PASSWORD PROTECTION

Use Good Passwords. Do not use easily guessable passwords. Here are some guidelines for good passwords:

DO:

Use a password that is at least 6 characters long. Use characters from three of the four different types (Upper Case, Lower Case, Numbers Special Characters such as ?!#). Use a combination of two words with a special character in between.

DON'T:

Use your username. Use your name, or the name of a family member or pet. Use a blank password. Use the word "password."

Report all passwords to the Data Processing department for official recording.

SECTION VI. ARCHIVE & RETENTION POLICY

A. Electronic mail or "E-mail" is simply a method of communicating information and does not constitute a public record in and of itself. However, the information transmitted through the use of E-mail may become a public record if it meets the definition in M.S. 15.17 the Official Records Act or M.S. 138.17 the Records Management Act., which generally is information made or received in the transaction of public business. If information transmitted by E-mail meets the definition of "public record," then it may not be deleted or otherwise disposed of except in accordance with a records retention schedule approved by the State Information Policy Analysis Division. The content of the E-mail message determines the retention requirement.[1]

B. The individual to whom the message is addressed becomes the legal "custodian" once the message is received and is the person responsible for ensuring compliance with M.S. 15.17 the Official Records Act. Although most agencies also periodically back up information residing on system hard drives, this is not done for archival purposes or in order to meet the requirements of the Official Records Act, but as a safety measure in case of system failure or unlawful tampering ("hacking"). The system administrator is not the legal custodian of messages which may be included in such back up files.

C. E-mail messages generally fall into two categories.

1. First, some E-mail is of limited or transitory value. For example, a message seeking dates for a proposed meeting has little or no value after the meeting date has been set. Retention of such messages in the computer system serves no purpose and takes up space. Such messages may be deleted as soon as they no longer serve an administrative purpose.

2. Second, E-mail is sometimes used to transmit records having lasting value. For example, E-mail about interpretations of a department's policies or regulations may be the only record of that subject matter. Such records should not be maintained in E-mail format, but should be transferred to another medium and appropriately filed, thus permitting E-mail records to be purged at regular intervals.

D. While the methods for reviewing, storing or deleting E-mail vary, compliance with the retention requirements of the Official Records Act may be accomplished by doing one of the following:

1. Print the E-mail and store the hard copy in the relevant subject matter file as would be done with any other hard-copy communication. Printing the E-mail permits maintenance of all the information on a particular subject matter in one central location, enhancing its historical and archival value.

2. Electronically store the E-mail in a file, a disk, or a server, so that it may be maintained and stored according to its content definition under the unit's records retention policy.

[1] Additional information on this topic may be found at the State Information Policy Analysis Division web site (www.ipad.state.mn.us) .

SECTION VII. VIOLATION OF POLICY

Violation of this policy will result in disciplinary action up and including termination and/or legal action if warranted. Examples of misuse include the following: allowing obscene, profane or offensive material to be transmitted over any city communication system. This includes, for example, accessing erotic materials via news groups. Also, messages, jokes, or forms which violate our harassment policy or create an intimidating or hostile work environment are prohibited. Use of city communications systems to set up personal businesses or send chain letters is prohibited. Accessing copyrighted information in a way that violates the copyright is prohibited. Breaking into the system or unauthorized use of a password/mailbox is prohibited. Broadcasting unsolicited personal views on social, political, religious or other non-business related matters is prohibited. Solicitation to buy or sell goods or services is prohibited except on junk mail or ad-hoc mail groups.

Employees should report any misuse of the city e-mail system or violations of this policy to the appropriate city official.

SECTION VIII. EFFECTIVE DATE

The effective date of this policy is: June 16, 2003



City Council Action Request

Council Meeting Date:	May 15, 2023	Agenda Item Number:	10.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	LuAnn Sietsema, HR Director
Ordinance:	No	Presented By:	LuAnn Sietsema, HR Director
Item:	Consider a General Wage Increase for Non-Union Employees		

RECOMMENDED ACTION:

Motion By: _____ Second By: _____, to adopt a resolution to approve 2023 Non-Union (Unrepresented) Employee Pay Scale as presented.

OVERVIEW:

The proposed increase is to adjust for the Annual Cost of Living Adjustment (COLA) by 4% for Non-Union Employees to be effective January 1, 2023.

BUDGETARY/FISCAL ISSUES:

The 2023 budget approved an COLA increase for non-union employees. The 4% increase will cost approximately \$42,836.10. See attached scales.

ALTERNATIVES TO CONSIDER:

Suggest alternative changes to the COLA.

ATTACHMENTS:

1. 2023 Non Union Pay Scale Resolution
2. Wage Scale

RESOLUTION NO.

APPROVE NON-UNION PAY SCALE FOR 2023

Motion By: _____

Second By: _____

WHEREAS, the City of Willmar City Council must approve the pay scale for the Non-Union Employees.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar approve the 2023 Non-Union Employee pay scale as presented.

MAYOR

Attest:

CITY CLERK

2023 Wage Scale			
Grade	Minimum	Median	Maximum
1	\$37,908.20	\$43,594.43	\$49,280.65
2	\$40,182.69	\$46,210.09	\$52,237.49
3	\$42,593.65	\$48,982.69	\$55,371.74
4	\$45,149.27	\$51,921.66	\$58,694.04
5	\$47,858.22	\$55,036.96	\$62,215.70
6	\$50,729.71	\$58,339.17	\$65,948.64
7	\$53,773.50	\$61,839.52	\$69,905.56
8	\$56,999.91	\$65,549.90	\$74,099.89
9	\$60,419.90	\$69,482.89	\$78,545.88
10	\$64,325.90	\$73,651.86	\$83,258.62
11	\$67,887.81	\$78,070.98	\$88,254.15
12	\$71,961.07	\$82,755.23	\$93,549.39
13	\$76,278.75	\$87,720.56	\$99,162.37
14	\$80,855.46	\$92,983.78	\$105,112.09
15	\$85,706.80	\$98,562.81	\$111,418.83
16	\$90,849.20	\$104,476.58	\$118,103.96
17	\$96,300.14	\$110,745.18	\$125,190.20
18	\$102,078.15	\$117,389.89	\$132,701.61
19	\$108,202.84	\$124,433.28	\$140,663.70
20	\$114,695.01	\$131,902.39	\$149,103.52
21	\$121,576.72	\$139,813.23	\$158,049.73
22	\$128,871.32	\$148,202.03	\$167,532.72
23	\$136,603.59	\$157,094.14	\$177,584.69
24	\$144,799.81	\$166,519.78	\$188,239.77

2022 Wage Scale			
Grade	Minimum	Median	Maximum
1	\$36,450.19	\$41,917.72	\$47,385.24
2	\$38,637.20	\$44,432.78	\$50,228.36
3	\$40,955.43	\$47,098.74	\$53,242.06
4	\$43,412.76	\$49,924.67	\$56,436.58
5	\$46,017.52	\$52,920.15	\$59,822.79
6	\$48,778.57	\$56,095.36	\$63,412.15
7	\$51,705.29	\$59,461.08	\$67,216.88
8	\$54,807.61	\$63,028.75	\$71,249.89
9	\$58,096.06	\$66,810.47	\$75,524.88
10	\$61,851.83	\$70,819.10	\$80,056.37
11	\$65,276.74	\$75,068.25	\$84,859.76
12	\$69,193.34	\$79,572.34	\$89,951.34
13	\$73,344.95	\$84,346.69	\$95,348.43
14	\$77,745.63	\$89,407.48	\$101,069.32
15	\$82,410.38	\$94,771.93	\$107,133.49
16	\$87,355.00	\$100,458.25	\$113,561.50
17	\$92,596.29	\$106,485.75	\$120,375.19
18	\$98,152.07	\$112,874.89	\$127,597.70
19	\$104,041.19	\$119,647.38	\$135,253.56
20	\$110,283.66	\$126,829.22	\$143,368.77
21	\$116,900.69	\$134,435.80	\$151,970.89
22	\$123,914.73	\$142,501.95	\$161,089.15
23	\$131,349.61	\$151,052.06	\$170,754.51
24	\$139,230.59	\$160,115.17	\$180,999.78